



## TEMPLUM, INC. SERVICE LEVEL AGREEMENT

This Service Level Agreement pertains to Platform Services provided by Templum, Inc. (“**Templum**”) under that certain Templum, Inc. Software Services Agreement (the “**Agreement**”). Unless otherwise expressly set forth herein, all capitalized terms in this document will have the meanings ascribed thereto in the main body of the Agreement.

1. **DEFINITIONS.**

“**Excluded Unavailability**” means the total number of hours (or portions thereof) in a given Month of: (i) Scheduled Maintenance, (ii) Emergency Maintenance; and (iii) downtime of the Platform Services caused by any Exclusions (as defined in Schedule B (Maintenance and Support Services) of the Agreement).

“**Month**” means a calendar month.

“**Service Credit**” shall mean the credit issued for a Service Outage as set forth below in Paragraph 3 below.

“**Service Outage**” shall mean an event where Templum has failed to meet the Service Level set forth in Paragraph 2(a) below.

2. **SERVICE LEVEL.** During the Term, Templum will use commercially reasonable efforts to provide the Platform Services without a Service Outage. A Service Outage shall be deemed to occur in the event that the following Service Level is not met:

(a) Service Level. The Availability Percentage of the Platform Services shall be at least 99.5% during each Month (the “**Service Level**”):

(b) “**Availability Percentage**” means:

$$\left( \frac{N - O}{N} \right) \times 100$$

where

“**N**” is the total number of hours in any Month minus Excluded Unavailability;

and

“**O**” is the total number of hours or portions thereof in any Month, other than Excluded Unavailability, that the Platform Services are not wholly available to all of Client’s Users.



3. SERVICE CREDITS.

- (a) Service Credit Amount. In the event that the Availability Percentage for a Month falls below the Service Level, then a Service Outage will have occurred and Client may, within thirty (30) days of the end of the applicable Month, request a Service Credit equal to 1% of the Annual Fee divided by twelve (12) ("**Monthly Fee**") for the Platform Services for each 1% by which the Availability Percentage falls below the Service Level, up to thirty percent (30%) of the then current Monthly Fee.
- (b) Claims for Service Credit. Any claims for a Service Credit must be made by Client to Templum in writing, as set forth in the "Notices" section of the main body of this Agreement. Templum will investigate the claim and will respond back to Client within fourteen (14) days of receipt of the notification of a claim from Client, either: (i) accepting Client's Service Outage claim, or (ii) with details and documentation supporting a dispute of Client's Service Outage claim, in which case the Parties shall use good faith efforts to resolve any such dispute promptly. Service Credits obtained by Client will have no cash value but will apply as set forth herein against future invoices of Fees charged under this Agreement. Credits will not apply to any other form of services provided by Templum.
- (c) Sole Remedy. IN THE EVENT OF A SERVICE OUTAGE, CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND TEMPLUM'S SOLE AND EXCLUSIVE LIABILITY, WITH RESPECT TO SUCH SERVICE OUTAGE SHALL BE TO RECEIVE SERVICE CREDITS IN ACCORDANCE WITH THE TERMS OF THIS SERVICE LEVEL AGREEMENT. FOR THE AVOIDANCE OF ANY DOUBT, INDIVIDUAL USERS ARE NOT ENTITLED TO ANY REMEDY UNDER THIS SERVICE LEVEL AGREEMENT WITH RESPECT TO ANY SERVICE OUTAGE.