

SRS SERVICE LEVEL AGREEMENT

This SRS Service Level Agreement sets forth the terms and conditions applicable for those SRS software products licensed on a “software-as-a-service” model to Customer (“Customer”) (“Hosted Software”). All software, documentation and media provided to Customer are also subject to the terms and conditions of the applicable SRS Software License Agreement (“License Agreement”) relating to the Hosted Software. Terms not defined in this Service Level Agreement are as defined in the License Agreement.

Hosting Services Uptime Commitment

For the purpose of measuring the quality of service that SRS is delivering to Customer, SRS agrees that it will provide Customer access to the Hosted Software on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.0 % (“Uptime Commitment”).

The Uptime Commitment commences on the “Go Live Date,” which is the date at which SRS has concluded end-user testing, SRS has prepared production environment, and at which point the Customer end-users access the production environment with production data.

Measurement Method and Reporting

On a quarterly basis, the Uptime Commitment will be measured using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (1,980 actual hours available / 2,200 possible available hours = 90.0% availability). An “outage” is defined as two consecutive monitor failures within a five-minute period, lasting until the condition has cleared.

SRS will provide an Uptime Commitment Report (“Uptime Report”) to the Customer upon request. If Customer does not agree with the Uptime Report, written notice of the dispute must be provided to SRS within fifteen (15) days of receipt of the Uptime Report.

Boundaries and Exclusions to SaaS Services Uptime Commitment

The Uptime Commitment shall not apply to performance issues caused by the following:

- Overall Internet congestion, slowdown, or unavailability;
- Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks;
- Force majeure events as described in the terms of the License Agreement or below;
- Actions or inactions of Customer, including Customer initiated actions implemented by SRS (unless any such actions were undertaken at the express direction of SRS) or third parties beyond the control of SRS, including any employees, agents, third party contractors or vendors not under the control of SRS;
- Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of SRS;
- Scheduled infrastructure maintenance;
- Downtime caused by an operating system or application malfunctioning or misuse by the Customer and not a failure on the underlying network and physical host infrastructure directly and solely managed by SRS or its contractors;
- Suspension of Customer’s account for any day of the month under analysis caused by non-payment of applicable fees; or
- Any event or condition not wholly within the control of SRS.

In addition to scheduled infrastructure maintenance, additional upgrades and patches may require downtime in addition to the scheduled maintenance. The downtime will be scheduled in advance and coordinated with Customer.

Force Majeure

Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.