SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the service levels that Elemica is required to meet or exceed in providing the services in an executed order (the "Services") to Client. Except as set forth in a Master Agreement, Elemica may change this SLA from time to time by posting the updated SLA on its website at www.elemica.com/legal.

1. **Definitions**. Capitalized terms not defined herein shall have the definition given such term in the Master Agreement. The following terms have the meaning ascribed to each below for purposes of Service Levels:

    (a) "Default Month" means each calendar month during the term of an Order that the Service Availability fails to meet or exceed the Service Availability Target.

    (b) "MP" or "Measurement Period" means a calendar month, expressed in minutes, excluding Maintenance Windows, Force Majeure Events and other mutually agreed upon down time.

    (c) "Maintenance Window" means the period (expressed in minutes) each week between 11:00 PM Saturday and 11:00 PM Sunday, Greenwich Mean Time wherein Elemica may, without notice to Client, make the Services unavailable to Client for the purpose of adding functionality, performing maintenance, repairs, upgrades and/or any other activity that Elemica deems appropriate, in its sole discretion; provided that in no event will the Services be unavailable for more than 4 hours in any one calendar month.

    (d) "SA" or "Service Availability" (expressed as a decimal) = $\left(\dfrac{MP - S1I}{MP} \right)$

    (e) "S1I" or "Severity One Incident" means the period of time (expressed in minutes) commencing when Elemica first becomes aware that the Services are not available to Client (other than for reasons outside of Elemica's reasonable control) and such unavailability has a significant impact on Client's business, and ending when the Services are again available to Client.

2. **Service Availability Objective and Reporting**. While Elemica's objective is to make the Services available twenty-four (24) hours per day, seven (7) days per week, Elemica may make the Services unavailable from time to time for any reason including, without limitation, routine maintenance. Client acknowledges that due to circumstances both within and outside of the control of Elemica, access to the Services may be interrupted, suspended or terminated from time to time. Except for applicable Service Availability Credits, Client acknowledges and agrees that Elemica shall not be liable for any damages arising from any such interruption, suspension or termination of the Services and that Client shall put into place contingency plans to account for such potential interruptions or suspensions. Elemica will notify the appropriate Client contact(s) of planned and unplanned outages after Elemica receives notice of such outages and will notify the appropriate Client contact(s) when the Services resume.

3. **Service Availability Credits.** Elemica will provide Client a Service Availability Credit for each Default Month, if any, during the term of the Service/Order Form. Client's right to receive Service Availability Credits is, and shall be, Client's sole and exclusive remedy for Elemica's failure to achieve the service levels. The following definitions apply:

    (a) "Fees" means the fees paid by Client in the Default Month for the specific Service.

    (b) "SAT" or "Service Availability Target" means Ninety-Nine and One-Half percent (99.5%) per month (expressed as a decimal).

    (c) "Service Availability Credit" = $(Fees)(SAT - SA)$

4. **Credit Request**. In order to receive a credit under this SLA, Client must request it simply by emailing Elemica at support@elemica.com, within five days of the end of the applicable month. If Client submits a credit request and does not receive a prompt response indicating that the request was received, Client must resubmit the request because the submission was not properly received and will not result in a credit. Clients who are past due or in default with respect to any payment or any material contractual obligations to Elemica are not eligible for any credit under this SLA. The service credit is valid for up to two years from the month for which the credit was issued. Elemica shall calculate any service level downtime using Elemica's system logs and other records.

5. **Exclusion of Testing and Beta Accounts**. Elemica testing, beta and QA accounts and other test environments are expressly excluded from this or any other service level commitment.