<center>**Experlogix Service Level Agreement**</center>

This Experlogix Service Level Agreement (this "**Service Level Agreement**") applies to Experlogix' provision of its Software Services to customers. Capitalized terms used but not defined in this Service Level Agreement have the meaning provided in the agreement between Customer and Experlogix concerning the Software Service.

1.   **Uptime Commitment**.

   1.1   **Uptime Target**. Experlogix will use reasonable efforts to maintain Uptime of Software Service 99.5% of the time using the following formula (the "**Uptime Target**"):

$$\text{Uptime} = \frac{(\text{Total Hours of Operation} - \text{Service Outages})}{(\text{Total Hours of Operation})}$$

Uptime is measured monthly, commencing at 12:00 am on the first calendar day of the month.

   1.2   **Service Outage.** A "**Service Outage**" occurs when the Software Service is not available. A Service Outage excludes any time that the Software Service is inoperable or unavailable due to: (a) use of the Software Service not in accordance with the Agreement or the Documentation, (b) Customer's or User's telecommunications or Internet service providers; (c) any Internet failures; (d) planned maintenance or scheduled downtime; or (e) any other cause outside of Experlogix's reasonable control.

   1.3   **Total Hours of Operation.** "**Total Hours of Operation**" means 24 hours per day for each day in the applicable calendar month.

2.   **Service Level Credits.**

   2.1   **Network Availability**. If Experlogix fails to meet the Uptime Target in any calendar month, Customer will be entitled to a credit based on applicable monthly Software Fees for the Software Service for that calendar month as set forth below (a "**Service Level Credit**"):

Uptime	Service Level Credit
Less than 99.5% but greater than or equal to 98.5%	3%
Less than 98.5% but greater than or equal to 97.5%	5%
Less than 97.5%	10%

   2.2   **Limitation**. The Service Level Credits set forth in this Service Level Agreement are Customer's sole and exclusive remedy and Experlogix's sole and exclusive liability for Experlogix's failure to meet the service level obligations described in this Service Level Agreement.

   2.3   **Claiming a Credit**. In order to receive a Service Level Credit, Customer must request it by emailing Experlogix at sla@Experlogix.com within 15 days of the end of the applicable calendar month. Customer must supply a detailed description of the incident, information regarding the time and duration of the downtime, the number and location(s) of affected users, and any attempts made by Customer to resolve the incident. All claims will be verified against applicable system records and the final determination as to the amount of any downtime or response time shall be made by Experlogix based upon the contents of those system records or other, relevant documentation. Customers

who are past due or in default with respect to any payment or any contractual obligations to Experlogix are not eligible for any Service Level Credit. The Service Level Credit is valid for up to 1 year from the month for which the Service Level Credit was issued. Service Level Credits shall be applied only as a credit against future invoices.

3.   **Exclusions**. Notwithstanding anything to the contrary herein, in no event will Experlogix have any obligation hereunder for any error, Service Outage, or other downtime resulting from or in connection with: (a) Customer's unauthorized modification or combination of the Software Service (in whole or in part), (b) problems related to hardware or third party products not provided, specified, or authorized by Experlogix, (c) factors outside Experlogix's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center), (d) Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Software Service in a manner inconsistent with the features and functionality of the Software Service (for example, attempts to perform operations that are not supported) or inconsistent with published guidance, (e) faulty input, instructions, arguments or extensions (for example, formula, rule, query or data mapping errors), (f) Customer's use of the Software Service after Experlogix advised Customer to modify Customer's use of the Software Service, if Customer did not modify use as advised.

4.   **Nonproduction.** This Service Level Agreement does not apply to, and Experlogix shall have no service level commitment with respect to any) any: (a) preview, pre-release, beta or trial versions of the Software Service (or any feature or component thereof), or (b) development, testing, evaluation, QA and other non-production environment.