

Suzy, Inc.

Service Level Agreement

1. Availability

Suzy will use commercially reasonable efforts to ensure that the Platform will be available 99.9 percent of the time, measured monthly (the "**Service Commitment**"). The Platform will be considered unavailable as soon as Client (with notice to Suzy) recognizes that downtime is taking place and will continue until the availability of the Platform is restored. Subject to the SLA Exclusions herein below, if Suzy does not meet the Service Commitment, Client will be eligible to receive a Service Credit (as set out below).

2. Maintenance

Suzy will use commercially reasonable efforts to schedule planned maintenance outside the period of Monday through Friday between the hours of 9AM and 6 PM Eastern Time ("**Business Hours**"). Suzy will notify Client of planned maintenance five (5) days in advance.

3. Customer Support

Suzy will provide answers to product related questions and troubleshooting guidance as part of this Agreement via telephone during Business Hours.

4. Response Times

Suzy will use commercially reasonable efforts to provide support response to Platform inquiries under the following guidelines within the customer support hours listed above.

Priority	Response Time	Target Restoration Time
1 - System Outage	1 Business Hour	2 Business Hours
2 - Moderate Degradation	4 Business Hours	48 Business Hours
3 - Minor Degradation	1 Business Day	5 Business Days

5. Service Credits

Client's sole and exclusive remedy, and Suzy's entire liability, in connection with Service availability will be Service Credits per the schedule below.

Service Availability	Service Credit
Monthly uptime less than 99.9% and equal or higher than 99.0%	.5% of annual fee
Monthly uptime less than 99.0% and equal or higher than 95.0%	1.5% of annual fee
Monthly uptime less than 95.0%	3% of annual fee

In order to receive Service Credit, Client must notify Suzy via email within ten (10) business days from the onset of the downtime. Failure to provide such notice will forfeit the right to receive Service Credit. Suzy will provide a summary of any credits due to Client ninety (90) days prior to the end date of the then-current term.

Credits may only be redeemed as a credit on a subsequent license term, may not be redeemed for cash, and shall not be cumulative beyond a maximum total of 10% of the annual fee during any term.

6. SLA Exclusions

The Service Commitment does not apply to any unavailability:

- Caused by factors outside of our reasonable control, including any force majeure event or Internet access;
- That results from any actions or inactions of Client or any third party;
- That results from the equipment, software or other technology of Client or any third party (other than third party equipment within our direct control);
- That results from any planned maintenance of the Platform.