

Service Level Agreement (“SLA”)

The SLA is incorporated into the MSA and applicable to all Services delivered to Customers. This SLA does not apply to the availability of Third Party Services which are subject to the TPS Agreements. The SLA is binding only on the Customer and Dimensions Software and does not apply to any Third Parties, including Customer End Users. The issuance of SLA Credits (defined below) is the sole and exclusive remedy of Customer and Dimensions Software’s sole and exclusive obligation, for any failure by Dimensions Software to satisfy the requirements set forth in the SLA.

SLA Credit Claim

To claim a credit the Customer shall follow the Approved Procedure within seven (7) days of the end of the Claimed Outage. The claim will be reviewed by Dimensions Software, any credit for Verified Outages (“SLA Credits”) shall be issued as provided below.

“Claimed Outage” means the period (measured in minutes) during which Customer claims a Loss of Service during a Measurement Period as reported using the Approved Procedure.

“Excluded Minutes” means the period of any outage measured in minutes due to the exclusions set forth in the SLA Credit Exclusion in the Measurement Period. “Measurement Period” means the relevant Initial Term or Renewal Term.

“Qualifying Outage Minutes” mean the aggregate of all minutes of a Verified Outage during a Measurement Period, minus any Excluded Minutes in that Measurement Period.

“Services” means the services ordered by Customer and accepted by Dimensions Software as provided in the MSA.

“Loss of Services” means the Customer’s inability to connect to the Dimensions Software data centers providing the Services to access either (i) the Customer Portal or (ii) a Service. If Customer can connect to one of the Dimensions Software data centers to access either the Customer Portal or any of the Services, there is no Loss of Services, whether or not Customer can use the Customer Content.

“Verified Outage” means a Claimed Outage for a particular Service that has been verified by Dimensions Software using its monitoring logs of accessibility of the Dimensions Software data centers or any of the Services.

Services Commitments

Public Network: Dimensions Software will use reasonable efforts to provide a service level of 100% for the Public Network.

Private Network: Dimensions Software will use reasonable efforts to meet the service level of 100% for the Private Network.

Customer Portal: Dimensions Software will use reasonable efforts to meet the service level of 100% for access to the Customer Portal.

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Redundant Infrastructure: Dimensions Software will use reasonable efforts to meet the service level of 100% for access to the power and HVAC services provided to Customers.

SLA Credits

For each 30 continuous minute period of Qualifying Outage Minutes for a Service in a Measurement Period, Dimensions Software shall provide a SLA Credit of 5% of the fees for the relevant Service which was subject to the Loss of Service during the Measurement Period. Any period of Qualifying Outage Minutes for a Service which is less than 30 continuous minutes shall not be eligible for an award of SLA Credits. The Customer cannot combine alleged Claimed Outages for different Services (such as Public Network and Private Network) to meet this calculation. The calculation of SLA Credits for failure of hardware replacement or hardware upgrade shall be as set forth respectively, in Table A and Table B.

Approved Procedure

Customer is eligible to receive SLA Credit, subject to the following process:

1. The Customer’s identified master administrative user will report a Claimed Outage by opening a ticket on the Customer Portal. The ticket must include Service type, IP Address, dates and times, error messages received (if any), contact information, and full description of the interruption of Service including logs, if applicable.
2. In order to receive a SLA Credit, Customer must submit a report of Claimed Outage to the Customer Portal within seven (7) days of the end of the Claimed Outage after the technical issues have been resolved.
3. Dimensions Software will review Claimed Outages against Verified Outages.
4. Dimensions Software’s determination of SLA Credits is final.
5. Customer agrees to pay all invoices in full while a Claimed Outage is being reviewed or SLA Credit is being determined.
6. Dimensions Software will communicate the SLA Credits to Customer through Dimensions Software accounting and the ticket will be updated, provided that, the SLA Credit may not be used to reduce the payments due in a Renewal Term below zero. Dimensions Software will apply the SLA Credits to the Customer’s future invoices for the relevant Services subject to Dimensions Software’s standard policies.

Ineligible Customers

Customers who at the time of the report of the Claimed Outage are not current on their payment of the fees for the Services do not qualify for SLA Credits for such Claimed Outages. In addition, Customers who have not paid their fees when due for the Services three or more times in the previous twelve calendar months do not qualify for SLA Credits.

Use of SLA Credits

SLA Credits may be used solely for future payments due for the particular Service or failure of other

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obligations (such as hardware) for which the Service Credits are issued. The SLA Credits may not be sold or transferred to other parties. SLA Credits may not be used until any Customer violations of the MSA are resolved to Dimensions Software’s reasonable satisfaction. Any Customer making false or duplicative claims for Claimed Outages will incur a one-time charge of \$50 per incident for such Service Level Agreement (“SLA”)

claims. False or duplicative claims are also a violation of the MSA and may, in Dimensions Software’s sole discretion, result in a suspension of Services. SLA Credits shall expire on the termination or expiration of the MSA.

SLA Credit Exclusion

Service Level Credits do not apply for periods during which the Services are not available for the following reasons:

- Dimensions Software or its third party service providers performing system upgrades, enhancements and routine maintenance activities which are announced on the Customer Portal upon two days advance notice or for maintenance determined by Dimensions Software to be an emergency upon notice provided through the Customer Portal (“Scheduled Maintenance”);
- Customer use of the Services or any Customer End User’s use of the Customer Offering in violation of the MSA;
- Issues relating to Customer Content;
- Problems with Customer’s access to Internet;
- System administration, commands, file transfers performed by Customer representatives;
- Events described in the Force Majeure provision;
- Suspension of Customer’s access to the Services as provided in the MSA;
- Violation of the AUP;
- Problems caused by Customer’s use of the Services or any Customer End User’s use of the Customer Offering after Dimensions Software advised Customer or any Customer End User to modify such use, if Customer or any Customer End User did not modify its use as advised;
- Problems arising from Customer or any Third Party’s software, hardware, or other technology or equipment.

Special Obligations relating to Hardware Replacement and Hardware Upgrades

Hardware Replacement: Dimensions Software will use reasonable efforts to replace failed hardware and hardware components located within our data centers at a service level of two hours after Dimensions Software verification of Customer’s notification in the Customer Portal ticketing system of a hardware failure. This response period does not include time required to reload the operating system or applications. If the installation does not meet this service level, Customer shall be eligible for SLA Credits as provided in Table A below for the future fees directly related to the hardware if the Customer follows the Approved Procedure.

Hardware Upgrades: Dimensions Software will use reasonable efforts to ensure that all planned hardware upgrades will commence and be completed at a service level within two hours of hardware upgrade maintenance periods that have been scheduled and confirmed in advance through the online ticketing system in the Customer Portal. This response period does not include time required to reload the operating system or applications. If the installation does not meet this service level, Customer shall be eligible for SLA Credits as provided in Table B below for the future

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fees directly related to the hardware upgrade if the Customer follows the Approved Procedure.

Table A

Response Period	SLA Credit
2 hours or less	N/A
2.1 to 6 hours	Twenty Percent (“20%”)
6.1 to 10 hours	Forty Percent (“40%”)
10.1 to 14 hours	Sixty Percent (“60%”)
14.1 to 18 hours	Eighty Percent (“80%”)
18 hours +	One Hundred Percent (“100%”)

Table B

Response Period	SLA Credit
2 hours or less	N/A
2.1 to 6 hours	Twenty Percent (“20%”)
6.1 to 10 hours	Forty Percent (“40%”)
10.1 to 14 hours	Sixty Percent (“60%”)
14.1 to 18 hours	Eighty Percent (“80%”)
18 hours +	One Hundred Percent (“100%”)