

## **Service Level Agreement**

This Service Level Agreement (“**SLA**”) is made and entered into upon signature of the DataCrest Order Form, Proposal, or Statement of Work by and between \_\_\_\_\_ (“**Customer**”) and DataCrest Inc., (“**DataCrest**”).

### **1. BACKGROUND**

This SLA is entered pursuant to the terms of that certain Master Subscription Agreement between Customer and DC (the “Agreement”). Capitalized terms used but not defined in this SLA have the meanings assigned to those terms in the Agreement.

### **2. CUSTOMER CARE COMMITMENT**

#### **2.1 Definitions**

“**Issue**” means an unscheduled or unanticipated incident that materially and adversely affects the delivery of the service.

“**Resolution**” means DataCrest has resolved the Issue. Herein, where the term “Resolution” is used, as a precursor to any such Resolution if elected by Customer DataCrest first apply a Workaround

“**Response**” means DataCrest response to Issues, beginning as soon as DataCrest receives notice of an Issue, including telephone or email notification.

“**Workaround**” means DataCrest that has provided a temporary fix or an alternate way to deliver the Services that is not considered a full Resolution to the Issue. Workarounds must be followed by a full resolution.

#### **2.2 Issue Classification, Response and Resolution**

DataCrest shall use commercially reasonable efforts to correct or provide a reasonable workaround to address all material errors that are identified in the system pursuant to the chart below.

When reporting an error to DataCrest, Customer shall identify the error as a Severity Critical, High, Medium or Low error based on Customer’s initial evaluation, DataCrest reserves the right to reevaluate if the issue is deemed to be something within Customer’s corporate network or individual PC setup and is not generated by DataCrest and Customer shall reasonably in good faith to jointly determine the severity type of error. Customer can escalate issues by opening a case via phone, or email by contacting Customer Care. Error(s) identified as Severity Level Critical are categorized as such only by DataCrest as they are deemed as a widespread issue affecting multiple clients and users (including internal users).



Based on Customer's description of the Issue and its severity, DataCrest and Customer will classify Issues under the four **(4)** severity levels set forth in the table below and will respond within the timing below.

Severity	Definition Based on Impact and Urgency	Work-Around	Permanent Fix**
<b>Critical</b>	<ul style="list-style-type: none"><li>• Application or Network Outage, "down or unavailable"</li><li>• Critical or urgent break fix</li><li>• All users and business units are impacted</li><li>• No workaround available</li></ul>	8 hours	5 days
<b>High</b>	<ul style="list-style-type: none"><li>• Application is operational but highly degraded performance to the point of major impact on usage.</li><li>• Continuous or frequent instabilities affecting business</li></ul>	24 hours	10 days
<b>Medium</b>	<ul style="list-style-type: none"><li>• Performance of the network or application is impaired with limited impact to business operations and an acceptable workaround or solution exists</li><li>• The issue with non-critical feature or functionality</li></ul>	3 days	20 days
<b>Low</b>	<ul style="list-style-type: none"><li>• The issue for certain features not impacting to business operations and no loss of functionality</li><li>• Cosmetic issue</li><li>• Documentation issue</li><li>• User queries/General "how-to" questions</li><li>• Minor enhancement/not a break fix</li></ul>	5 days	30 days

### 2.3 Technical Support Availability

DataCrest support is available to Customer's employees, contractors, and authorized personnel during support hours. Customer may email issues to Customer Care at **support@myDataCrest.com**. DataCrest will also provide phone support by calling **484-443-4868** during normal business hours 8 am – 5 pm EST.

DataCrest Applications are monitored 24 hours per day, 7 days per week, 365 days per year and Customer Care agents are available by email as posted in the contact section of the Company's website. Please send us a message with the full description of the problem and Customer's account username and email.

## 3. DATACREST AVAILABILITY COMMITMENT

### 3.1 Definitions

**"Excused Downtime Minutes"** means the total number of minutes in a month that the Service is not available resulting from scheduled maintenance downtime, , and minutes that the Service is unavailable due to circumstances reasonably beyond DataCrest control.

**"Outage"** means the total number of minutes that the Service is unavailable to Customer, less Excused Downtime Minutes, during a given period.

**"Required Monthly Availability"** means the total number of minutes in the applicable month, minus the Excused Downtime Minutes for that month.

**“Availability Percentage”** means the percentage derived from the following calculation: Required Monthly Availability minus the aggregate of all Outage minutes in the applicable month divided by the Required Monthly Availability.

**“Performance Credit”** means percentage of the Applicable Monthly Fee. Performance Credits will be deemed to be price reductions due to a result of the failure to meet the Service Levels as depicted hereunder rather than liquidated damages or a penalty. No performance credit will be given if downtime was caused due to increases in usage or visits not forecasted as applicable by DataCrest. Usage forecast provided to Customer for the Measurement Period in which the Downtime occurs. If a Service Interruption causes more than one Metric not to meet the required Standard, only one Performance Credit will be granted.

### **3.2 Application Availability**

DataCrest will use commercially reasonable efforts to ensure the Service is available at least 99.9% of the Required Monthly Availability. Application Server Availability. Upon Customer's notice to the Company, if availability of any server for the month is below the guaranteed level, the Company will refund to Customer, according to the schedule below, a portion of the monthly fees charged for the month during which such loss of server availability occurred:

- Server availability 99.0% – 99.9%: 1% of monthly fee credited
- Server availability 98.0% – 98.9%: 2% of monthly fee credited
- Server availability 95.0% – 97.9%: 3% of monthly fee credited
- Server availability 90.0% – 94.9%: 4% of monthly fee credited
- Server availability 89.9% or below: 5% of monthly fee credited

To receive the refund, Customer must specifically request it during the month following the month for which the refund is requested. Customer must provide all dates and times of server unavailability along with Customer's account username. This information must be submitted to Customer Care. The Company will compare information provided by Customer to the server availability monitoring data that the Company maintains. A refund is issued if the unavailability warranting the refund is confirmed.

The total refund to Customer for any Service shall not exceed 5% of the monthly fees charged to that Service during the month for which the refund is to be issued.

Credits may not be issued if Customer account is past due, suspended, or pending suspension.

### **3.3 Network Availability**

DataCrest applications are hosted on Amazon Web Services with regional availability zones. Network availability is defined as the Company's network's ability to pass incoming and outgoing TCP/IP traffic for a given application. A server's unavailability caused by network unavailability is not included in server uptime. Interruptions of service due to problems on the backbone or on the Customer's portion of the network are beyond the Company's control and are not included in availability calculations. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in availability calculations.

#### **4. MAINTENANCE**

**4.1 Scheduled Maintenance:** DataCrest uses commercially reasonable efforts to perform all scheduled maintenance in a manner that does not typically require downtime. If downtime is required for maintenance, updates, or other fixes, a maintenance window has been established from 1 am–5 am EST (Eastern Standard Time) on Saturdays. Emails and/or alert/pop up notifications will be displayed to users when they log in, to advertise upcoming releases/updates and maintenance that may result in any downtime/outage.

**4.2 Unscheduled Emergency Maintenance:** DataCrest will notify Customer as soon as possible of any unscheduled emergency fixes. Emails and/or alert/pop up notifications will be displayed to Users when they log in, to advertise upcoming releases/updates and maintenance that may result in any downtime/outage.

**4.3 Online Tools:** Customer is provided with certain online tools and/or features, and the Company expects Customer to use these tools to perform all available account management tasks. These tools, together with documentation and video tutorials, are available online at the support section of the Company's website. If Customer experiences difficulty using these tools, the DataCrest Customer Care personnel will help Customer learn how to use these tools.

#### **5. SERVER STORAGE CAPACITY.**

Each account is allotted storage capacity on the Company's servers according to the Order Form or options selected by Customer. This storage size can be increased for an additional charge up to the maximum amount allowed for each plan or service.

#### **6. MISCELLANEOUS**

This SLA is incorporated by reference into the Agreement. In the event of conflict between the terms of this SLA and the Agreement, the terms of this SLA shall prevail.