

# Service Level Agreement

## 1. Availability – 100% Service Availability Guarantee.

**1.1. Service Availability Guarantee Scope.** Applied Answers, Inc. guarantees that it will maintain a 100% up time, excluding scheduled maintenance, for facilities and the Applied Answers, Inc. Network as follows: in the event that one or more of Customer's file transfer sites are unable to transmit or receive information via the Internet through the Front-end Network as a result of disruptions to either the Data Center or the Front-end Network (a "Covered Outage"), Applied Answers, Inc. will, as Applied Answers, Inc.'s sole obligation and Customer's sole and exclusive remedy for failure to meet the foregoing guarantee, credit the Customer's account for every five (5) consecutive minutes of such Covered Outage with the prorated monthly subscription fees for one (1) day of services for the affected sites, up to a maximum credit during any calendar month equal to the total prorated fees due to Applied Answers, Inc. from Customer during such calendar month for the affected sites ("Standard Service Credit"). In no event will Applied Answers, Inc.'s scheduled maintenance of the Data Center, the Front-end Network or the Applied Answers, Inc. Equipment be deemed a Covered Outage entitling Customer to the Standard Service Credit.

**1.2. Scheduled Maintenance Scope.** Scheduled Maintenance shall mean any maintenance at the Applied Answers, Inc. data center at which Customer's site is located of which Customer is notified 48 hours in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact via email. The standard window for service-affecting maintenance is between the hours of 12:01 a.m. and 5:00 a.m. local time Saturday or Sunday. Applied Answers, Inc. will use reasonable commercial efforts to coordinate with Customer when planning any maintenance to minimize impact to Customer and its customers. "Emergency Maintenance" shall mean any maintenance by Applied Answers, Inc., its subcontractors or service providers that does not meet the definition of Scheduled Maintenance.

**1.3. Service Availability Guarantee Process.** Applied Answers, Inc. will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the Applied Answers, Inc. Network was not available to Customer, and includes unavailability associated with any maintenance at the Applied Answers, Inc. Data Center where Customer's site is located other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if Customer submits a support request to Applied Answers, Inc. Customer support (via support@appliedanswers.com) within three days of the outage. Network unavailability will not include (a) Scheduled Maintenance, or any unavailability resulting from (b) acts or omissions of Customer, or any use or user of the service authorized by Customer (c) deliberate act of a User or an End User or (d) reasons of Force Majeure (as defined in the contract).

**1.4. General Availability of the Applied Answers, Inc. Network.** The Applied Answers, Inc. network will be deemed to be available if it provides end-user response time of no greater than seven (7) seconds from the time the router receives a request to the time that the router transmits a response to the request.

## 2. Exceptions to the Credit Process.

Credit will not be issued due to failures that are, as determined by Applied Answers, Inc., in its good faith reasonable judgment, a result of:

- Customer initiated activities that is independently generated by Customer;
- Applied Answers, Inc. initiated maintenance completed during scheduled maintenance and emergency maintenance and upgrades;

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- Customer's data that may be corrupted as a result of its own actions and the actions of any of its site users;
- The acts or omissions of Customer, its employees, agents, third-party contractors or vendors, or anyone gaining access to Applied Answers, Inc.'s Site and Software at the request of Customer;
- Circumstances beyond Applied Answers, Inc.'s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, failure of third-party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Applied Answers, Inc. SLA's; or
- DNS issues outside the direct control of Applied Answers, Inc. The total credit amount available to Customer in a particular month under this SLA shall be limited to the maximum of Customer's monthly subscription fee for such month.

## 3. Support

Applied Answers, Inc. shall maintain a Help Desk, which will be the primary point of contact for all queries and communications regarding Service Level incidents. The help desk can be contacted by telephone and the Applied Answers, Inc. support ticket system and will be available Monday - Friday, 8am - 6pm, ET/US.

## 4. Customer Data and Software

Applied Answers, Inc. will, on Customer's behalf, use commercially reasonable efforts to: (i) make available and accessible on the Applied Answers, Inc. Network and/or World Wide Web, as appropriate, the Site Content. Applied Answers, Inc. recommends that the Customer at all times retain complete copies of the Site Content. Customer shall be solely responsible for the editorial supervision and content of Customer data.