



Service Level Agreement

This Service Level Agreement (“SLA”) governs the use of the Exigo Office Suite under the terms of the Exigo Office, Inc. Master Subscription Agreement (the “MSA”) between Exigo Office, Inc. (“Exigo”, “Us” or “We”) and You. Unless otherwise provided herein, this SLA is subject to the terms of the MSA and capitalized terms will have the meaning specified in the MSA. This SLA was last updated January 23, 2017.

Service Commitment

Exigo will use commercially reasonable efforts to maintain network availability and http connectivity to APIs with a Monthly Uptime Percentage (defined below) of at least 99.9% during the Service Month. In the event Exigo does not meet the Monthly Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

Definitions

“Service Month” is the calendar month for the date of an SLA claim.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Month in which Exigo was in the state of “Unavailable.” If you have been using Exigo for less than 30 days, your Service Month is still the preceding 30 days but any days prior to your use of the service will be deemed to have had 100% Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exigo SLA Exclusion (defined below).

“Unavailable” means that the network has no external network connectivity or http connectivity to APIs during a five minute period and you are unable to use alternative method to connect to the network. This does not include a customization or third party integration.

The “Eligible Credit Period” is a single month, and refers to the monthly billing cycle in which the most recent Unavailable event included in the SLA claim occurred.

A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible Exigo account.

Service Commitments and Service Credits

If the Monthly Uptime Percentage for a customer drops below 99.9% for the Service Month, that customer is eligible to receive a Service Credit for 500% of the downtime. 500% credit means that for every hour of downtime you will receive 5 hours of credit.

We will apply any Service Credits only against future Exigo subscription charges otherwise due from you. Service Credits shall not entitle you to any refund or other payment from Exigo. Unless otherwise provided in the MSA, your sole and exclusive remedy for any unavailability or non-performance of Exigo or other failure by us to provide Exigo is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. To be eligible for a Service Credit You must be current on Your Monthly Subscription and invoices for Custom Work.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a request by sending an e-mail message to accounting@exigo.com. To be eligible, the credit request must (i) include, in the body of the e-mail, the dates and times of each incident of Unavailable that you claim to have experienced; and (ii) be received by us within three (3) business days of the last reported incident in the SLA claim. If the Monthly Uptime Percentage of such request is confirmed by us and is less than 99.9% for the Service Month, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred.

Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Exigo SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Exigo, or any other Exigo performance issues: (i) that result from a suspension described in Section 7.4 of the MSA; (ii) that result from pre-determined grey outs for system maintenance, upgrades and patches (where practicable we will give 24 hours notice prior to a grey out); (iii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Exigo; (iv) that result from any actions or inactions of You or any third party engaged by You or acting on Your behalf; (v) that result from Your equipment, software including custom programming or other technology and/or third party equipment, software including custom programming or other technology (other than third party equipment within our direct control); (vi) that result from failures of individual instances not attributable to Unavailability; or (vii) arising from our suspension and termination of Your right to use Exigo in accordance with the MSA (collectively, the "Exigo SLA Exclusions").