

ULTRASOFT TECHNOLOGIES SERVICE LEVEL AGREEMENT (SLA)

Service Availability Commitment

UltraSoft will use commercially reasonable efforts to ensure that UltraSoft Cloud Hosted System ("Cloud Product") is "Available" during a given calendar month equal to the "Monthly Availability Commitment" for such UltraSoft Cloud Hosted System as set forth in the table below. In the event any of the Cloud Products do not meet the Monthly Availability Commitment, the customer will be eligible to receive a Service Credit as described below.

Class of UltraSoft Cloud Hosted System	Monthly Availability Commitment
UltraSoftBIS Cloud	99%
UltraSoft HelpDesk Cloud	99%
UltraSoftTMS Cloud	99%
UltraSoft eSign Cloud	99%
UltraSoft Hosted Server	99%

Calculation of Availability

"Monthly Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which any class of Cloud Product was Unavailable. Monthly Availability Percentage measurements exclude Unavailability resulting directly or indirectly from any Unavailability Exclusion (as defined below).

Service Credits

Service Credits are calculated as a percentage of the total Fees paid by the customer (excluding all non-licence fee payments) for the individual Cloud Product for the calendar month in which the Unavailability occurred in accordance with the schedule below.

Monthly Availability Percentage	Service Credit Percentage
Less than 99% but equal to or greater than 90%	10%
Less than 90% but equal to or greater than 80%	30%
Less than 80% but equal to or greater than 50%	50%
Less than 50%	100%

How to Request a Service Credit

- A. To request a Service Credit, Customer must file a support request within thirty (30) calendar days of the suspected incident in writing with full details of the incident.

- B. If the Monthly Availability Percentage of such request is confirmed by UltraSoft Support and is less than the Monthly Availability Commitment, then UltraSoft will issue the Service Credit to the Customer within forty-five (45) calendar days in which your request is confirmed by UltraSoft. UltraSoft Cloud Product's monitoring tools, Logs, data and records will be the sole source of information used to track and validate Availability.
- C. Service Credits will be issued to the Customer entity that UltraSoft invoices for the applicable instance of the Cloud Product, as a separate credit memo that can be applied towards a future invoice for that Cloud Product instance. If Your Service Term for the Cloud Product expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.
- D. You will not be eligible to receive a Service Credit if: (i) Your Account has any payments for the Cloud Product that are delinquent, (ii) You are in violation of the Terms of Service during the time of the incident, or (iii) the incident was due to Your failure to meet Your security responsibilities.
- E. The Service Credits specified in this SLA are Your sole and exclusive remedies for any incident occurring during Your Service Term for the Cloud Product or for any other claim in connection with this SLA. In no event will the amount of Service Credits issued for all incidents within a given month exceed 100% of the monthly invoiced amount for the Cloud Product Licence fees.

Unavailable and Unavailability Exclusions

- A. A class of Cloud Products will be considered "Unavailable" or in state of "Unavailability" when a class of Cloud Products has no external connectivity.
- B. The following (each an "Unavailability Exclusion") will be excluded from any time-based calculations related to a class of Cloud Product being Unavailable:
 - i. scheduled, recurring or zero impact maintenance windows;
 - ii. Unavailability due to Your misuse of a particular class of Cloud Product;
 - iii. Unavailability that results from Your facilities, equipment, software or other technology and/or third-party facilities, equipment, services, software or other technology (other than third-party equipment within Cloud Product's direct control);
 - iv. Unavailability arising from Your use of an outdated release of the Cloud Product or third-party software, or any failure to install a material Update to either of the foregoing;
 - v. Unavailability caused by third party service or facility providers, including any telecom, internet, or other related service or facility provider, or packet loss, network or Internet problems beyond Cloud Product's border router supporting Your or UltraSoft's public internet connectivity;
 - vi. Denial of service attacks, virus or hacking attacks, or bugs in code, hardware, or services for which there is no commercially reasonable, known solution (even if there is a known workaround); and
 - vii. Force majeure events or any other event that are not within UltraSoft's direct control or that could not have been avoided with commercially reasonable care.

UltraSoft will use its best efforts to communicate downtime events prior to scheduled, recurring, or zero impact maintenance windows as described above, however, this will not always be possible. Without limiting the foregoing, service interruptions due to emergency maintenance will constitute Unavailability Exclusions equivalent to scheduled maintenance windows, provided that (1) UltraSoft notifies You of such emergency maintenance as soon as possible and (2) downtime due to emergency maintenance does not exceed twelve (12) hours in any calendar month.