



MASTER SERVICES AGREEMENT

This Masters Services Agreement (the “**Agreement**”) shall apply to any agreements between Building Links, LLC dba The UniLink Group, a Georgia corporation (“**Company**”), and (“**Customer**”). Both Company and Customer may be referred to individually as a “**Party**” or collectively, as the “**Parties**.” By entering into an Agreement with The UniLink Group, Customer acknowledges it has read and agreed to this Master Services Agreement. In the event of any inconsistency between this Master Services Agreement and the Terms and Conditions of any Agreement, the Terms and Conditions of the Agreement shall govern to the extent of that inconsistency.

BACKGROUND

A. Company is a Company of electronic data interchange services permitting businesses to exchange documents with their vendors and customers across differing enterprise resource planning systems (the “**Services**”).

B. Customer desires to engage Company to provide the Services as more specifically provided in this Agreement on the terms and conditions herein.

AGREEMENTS

In consideration of the mutual benefits derived by Company and Customer, and for and in consideration of the mutual covenants and agreements contained herein and of other good and valuable con-sideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Services to be Performed; Customer Responsibilities

(a) Company hereby agrees to perform the Services described in the Service Level Agreement (the “**SLA**”) incorporated herein and attached hereto as **Exhibit A**, which is attached hereto and incorporated by reference herein. Company, at all times, will be an independent contractor providing Services to Customer pursuant to this Agreement.

(b) Customer acknowledges that time is of the essence of this Agreement and that changes to the SLA may cause delays and increases in fees and other costs. Delays caused directly by such

changes shall be fully excused. Company reserves the right to require Customer to execute a revised or new SLA as a result of Customer requested revisions.

(c) Customer shall cooperate and provide information, consultation and support reasonably necessary for the timely completion of the SLA. Customer shall designate a primary contact to act as its authorized representative (the “**Project Manager**”) with respect to all aspects of this Agreement.

(d) Customer shall be subject to the Company’s Privacy Policy (the “**Unilink Privacy Policy**”) attached hereto as **Exhibit B**, and any amendments thereto, and which shall be provided by Company to Customer. Customer shall not utilize the Services or transmit any data through any system provided by Company in a manner that breaches any applicable local, state, or federal law, including but not limited to any state and federal intellectual property and privacy laws (the “**Privacy Laws**”) such as the Health Insurance Portability and Accountability Act (“**HIPAA**”), the Fair Credit Reporting Act (“**FCRA**”), the Gramm-Leach-Bliley Act (“**GLBA**”), the California Consumer Privacy Act (“**CCPA**”), or the Digital Millennium Copyright Act (“**DCMA**”). Customer shall be responsible for ensuring that the data of any persons transmitted using the Service have been consented to such transmittal or processing as required by any applicable Privacy Laws.

(e) Customer shall obtain and maintain all permits, licenses, or certificates required by any regulatory body for provision or use, as applicable, of the Services. Customer acknowledges that Customer is responsible for the security of any credit card numbers and related Customer information to which Customer may have access as a result of conducting electronic commerce transactions on the internet, subject to Company's ongoing warranty obligations hereunder.

(f) Company shall act in accordance with its Data Security Policy, attached as Exhibit C.

2. Fees for Services Performed

(a) Customer shall pay to Company fees for the Services rendered under this Agreement as set forth on **Addendum 1** (the “**Fees**”). During the Term of this Agreement, Customer shall pay the Fees which may be increased upon written notice in conjunction with any Renewal Term or upon ninety (90) days’ written notice.

(b) Company shall provide Customer with a periodic invoice for Fees as provided in the SLA for the Services performed, which invoice shall set forth the Fees. Payment of such invoice shall be due and payable to Company from Customer within thirty (30) days of receipt. Customer will pay interest on past due invoices at a rate of one and one half percent (1.5%) per month. Company reserves the right to immediately cease all Services under the SLA and this Agreement in the event payment is not received within thirty (30) days after the invoice due date. Customer

shall reimburse Company for all costs of collection, including reasonable attorneys' fees, costs and related expenses.

(c) All amounts specified herein are net amounts to be received by Company and are exclusive of all sales or other taxes, assessments, or excises, however designated or levied, (except for Company net corporate income taxes), whether payable directly by or indirectly through Company in compliance with applicable law; all of which shall be Customer's responsibility and are not subject to set-off, reduction, or deduction for any reason whatsoever, including any expenses, costs, taxes, duties, assessments, or liabilities incurred by Company or imposed on Company as a result of this Agreement.

(d) All payments to Company shall be in US currency.

(e) In the event Customer fails to pay an invoiced amount when due, no SLA credits will be applied to the Customer's invoice or account.

3. **Term and Termination**

(a) The Parties hereto agree that this Agreement shall commence on the Effective Date and continue for twelve (12) months (the "***Term***"), unless earlier terminated pursuant to this Section. The Term shall automatically renew for successive twelve (12) month periods (a "***Renewal Term***") unless either Party provides thirty (30) days' notice of non-renewal.

(b) Either Party may terminate this Agreement (i) upon the occurrence of a material breach by the other Party, which material breach has not been cured within thirty (30) days after the date of written notice to the breaching Party ("***Cure Period***"), (ii) immediately upon nonpayment under Section 2(b), or (iii) upon sixty (60) days' notice to the other Party at any time during the Term or any Renewal Term. In the event Customer terminates this Agreement pursuant to (iii), all Service Credits of Customer shall be forfeited.

(c) In the event of the material breach of Customer of this Agreement, Company shall be entitled to cease all performance under this Agreement immediately upon the occurrence of the breach by Customer.

(d) Company may immediately terminate this Agreement (i) if the Customer becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is liquidated, voluntarily or otherwise and such condition continues to exist for a period of ninety (90) days; or (ii) if Customer fails to make payments when due as provided in Section 3.

(e) Upon the termination of this Agreement, the Parties shall return to each other all Proprietary Information exchanged during the term of this Agreement, retaining no copies thereof unless expressly permitted by the terms of this Agreement.

(f) The provisions of this Agreement which by their terms require performance by the Parties after expiration or termination of this Agreement, including but not limited to the disclaimer of warranty, limitations of liability and confidentiality shall survive any termination or expiration of this Agreement.

4. Representations

(a) Company represents and warrants to Customer that: (i) the Services will be performed in a professional and workmanlike manner; (ii) no Proprietary Information (as such term is defined in Section 6(a) below) of third parties which Company is prohibited from using or disclosing shall be used by Company in the performance of the Services; (iii) Company is not presently under, nor will Company enter into during the term hereof, any agreement or other obligation which would prohibit the performance of the Services to Customer; and (iv) Company owns all right, title and interest to, or has appropriate license or other rights to use, all software and hardware used in providing the Services.

(b) Customer hereby represents and warrants to Company that: (i) Customer has the full power, authority and legal right necessary to enter into, execute and deliver the Agreement; (ii) Customer possesses all rights necessary to authorize Company to perform the Services; (iii) the Agreement has been duly and validly entered into, executed and delivered by Customer; (iv) the Agreement constitutes the legal, valid and binding obligation of the Customer, enforceable within its terms; and (v) Customer it owns all right, title and interest to, or has appropriate license or other rights to use, all data and content accessed or transmitted using the Services by Customer (“*Customer-Provided Materials*”), and the Customer-Provided Materials, will not infringe the intellectual property or other proprietary rights of Company or any third party.

5. Disclaimer of Warranties; Limitations of Liability

(a) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES, MANUALS, ANY COMPONENTS OR PORTIONS OF ANY OF THEM OR OTHER GOODS OR SERVICES PROVIDED HEREUNDER, EXPRESS, IMPLIED, OR STATUTORY, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

(b) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN WARRANTY,

CONTRACT, NEGLIGENCE, STRICT TORT, PRODUCTS LIABILITY OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL COMPANY, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE TO CUSTOMER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR OWNERS FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR LOSS OF GOODWILL RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, WORK PRODUCT, OR OTHER GOODS OR SERVICES PROVIDED HEREUNDER OR ANY COMPONENTS OR PORTIONS THEREOF, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6 OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 7. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF AN EXCLUSIVE REMEDY.

(c) COMPANY'S SOLE OBLIGATION WITH RESPECT TO THE AVAILABILITY OR PERFORMANCE OF THE SERVICES SHALL BE SET FORTH IN THE SLA AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY FOR ANY OUTAGES OR RESPONSE TIMES SHALL BE THE REMEDIES SET FORTH IN THE SLA.

6. Confidentiality

(a) During the term of this Agreement, a Disclosing Party may disclose to Recipient Proprietary Information. For purposes of this Agreement, "**Disclosing Party**" means the Party disclosing Proprietary Information (whether owned by such Party or authorized by its owner for such disclosure), whether such Party is Company or Customer, and "**Recipient**" means the Party receiving any Proprietary Information hereunder, whether such Party is Company or Customer. "**Confidential Information**" means any data or information that is valuable to the Disclosing Party or its owner and not generally known by the public, including without limitation business and licensing strategies, advertising campaigns, personnel information, the terms and conditions of this Agreement, and any data or information defined herein as a Trade Secret but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law. "**Trade Secrets**" means any information provided or obtained hereunder, without regard to form, including without limitation the Work Product, and Company System and any technical or non-technical data, formulae, patterns, compilations, programs, devices, techniques, drawings, processes, financial data and plans, product plans, or lists of actual or potential Customers or suppliers, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "**Proprietary Information**" means

collectively, Confidential Information and Trade Secrets. Customer's Proprietary Information shall mean any proprietary information and data of Customer disclosed to Company and marked as confidential.

(b) Recipient acknowledges that the loss of competitive advantage due to unauthorized disclosure or unauthorized use of the Proprietary Information of Disclosing Party will cause great injury and harm to Disclosing Party. Recipient covenants and agrees that it shall not, without the prior written consent of Disclosing Party or as set forth herein, directly or indirectly, (i) disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, transmit or transfer to others the Proprietary Information of Disclosing Party, or any portions thereof, by any means or in any form, (ii) make use of the Proprietary Information other than in connection with the rights granted under this Agreement, or (iii) disclose, in whole or in part, any information marked as Proprietary to any individual, entity or other person, except to those of Recipient's employees or Customers who (a) require access for Recipient's authorized use of the information, and (b) agree to comply with the use and non-disclosure restrictions applicable to the Proprietary Information as provided under this Agreement. Recipient shall cause such employees and Customers to execute appropriate confidentiality agreements. If an unauthorized use or disclosure occurs, Recipient will immediately notify Disclosing Party and assist Disclosing Party in recovering the Proprietary Information of Disclosing Party and prevent its subsequent unauthorized use or dissemination.

(c) Neither Company nor Customer shall have any obligation to preserve the confidentiality of the Proprietary Information of the Disclosing Party to the extent it is information which: (i) was previously known to the Recipient free of any obligation to keep it confidential; (ii) the Recipient can demonstrate is or became publicly available by other than unauthorized disclosure; (iii) is lawfully received from a third party whose disclosure does not violate any confidentiality obligation; or (iv) in the event that Recipient receives a request or demand to disclose all or any part of Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction or authorized governmental agency, Recipient may comply with such request or demand only if Recipient (A) asserts the privileged and confidential nature of Confidential Information against the third party seeking disclosure; (B) promptly notifies the Disclosing Party in writing of any such requirement or order to disclose prior to the disclosure of Confidential Information; and (C) reasonably cooperates with the Disclosing Party regarding the Disclosing Party's efforts, if any, to protect against any such disclosure and/or obtain a protective order narrowing the scope of such disclosure and/or use of Confidential Information.

(d) The restrictions set forth in this Section 6 shall continue: (i) with respect to the Trade Secrets and any Confidential Information which arises to the level of a Trade Secret, for as long as such information continues to be a Trade Secret under applicable law; and (ii) with respect to all other Confidential Information, for a period of five (5) years from the date of expiration or termination of this Agreement.

7. Indemnification

(a) Company will indemnify, and hold harmless Customer, its affiliates, their respective directors, officers, employees, sublicensees, agents, attorneys, customers, successors or assigns (collectively, the “***Customer Indemnified Parties***”) against and from any and all claims, liabilities, damages, costs, expenses, suits, actions, government procedures, taxes, penalties or interest (“***Claim***”), and will pay all related damages, settlements and associated legal expenses, including reasonable attorneys’ fees that may be imposed on, incurred by or asserted against any Customer Indemnified Party resulting from, arising out of, or relating to (i) any violation of applicable law by Company or its agents or employees, including but not limited to infringement of any copyright, patent, trademark or other intellectual property rights of a third party, (ii) any personal injury, death or physical damage to, or loss or theft of, tangible personal property caused by the gross negligence or willful misconduct of Company or its employees, agents or subcontractors. Notwithstanding the foregoing, Company will have no indemnification obligation to Customer for any infringement arising from (i) any modification of the Services by Customer on its behalf, (ii) Customer’s combination of the Services with any intellectual property not developed or owned by Company if the infringement would not have occurred but for such combination, or (iii) Customer’s failure to install updates, patches or other similar items provided by Company or the licensor of the intellectual property that is the subject of such a claim. This obligation shall survive the termination of this Agreement and the Services.

(b) Customer will indemnify, and hold harmless Company, its affiliates, their respective directors, officers, employees, sublicensees, agents, attorneys, customers, successors or assigns (collectively, the “***Company Indemnified Parties***”) against and from any and all claims, liabilities, damages, costs, expenses, suits, actions, government procedures, taxes, penalties or interest (“***Claim***”), and will pay all related damages, settlements and associated legal expenses, including reasonable attorneys’ fees that may be imposed on, incurred by or asserted against any Company Indemnified Party resulting from, arising out of, or relating to (i) any violation of applicable law by Customer or its agents or employees, including but not limited to infringement of any copyright, patent, trademark or other intellectual property rights of a third party, (ii) any personal injury, death or physical damage to, or loss or theft of, tangible personal property caused by the gross negligence or willful misconduct of Customer or its employees, agents or subcontractors. This obligation shall survive the termination of this Agreement and the Services.

(c) Except for the Parties’ Confidentiality obligations under Section 6 and any obligations by Customer under Section 8(b)(i) due to gross negligence or willful misconduct, Company’s total aggregate liability under this Agreement and Customer’s total aggregate liability to Company under this Agreement, in each case, whether in contract, tort (including negligence or strict liability) or otherwise, shall not exceed the actual amount of fees paid by Customer to Company for Services during the 6-month period immediately prior to the date of occurrence of the event giving rise to such Claim or losses.

8. Force Majeure

Neither Party shall be liable for (including any Service Credits), nor shall either Party be considered in breach of this Agreement due to, any failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, labor dispute (other than with Company's own workforce), disruption or outage of communications, power or other utility, malfunction of or damage to machinery, equipment or software, loss or corruption of data, interruption of or delay in transportation, failure to perform by any supplier or other third party, and act or omission of the other Party. If, as a result of a force majeure condition affecting Company, Services are unavailable for a period of thirty continuous days, either Party may terminate this Agreement and any Services upon reasonable written notice to the other Party.

9. Miscellaneous

(a) The Parties hereto agree that, in addition to all other remedies provided at law or in equity, each Party shall be entitled to injunctive relief in the event of a breach or threat-ened breach by the other Party hereto of any covenant in Section 5 or Section 7 of this Agreement, and each Party hereby waives any requirement that the other Party post any bond in connection with obtaining such injunctive relief. Furthermore, in the event of a breach or threatened breach of such covenants, the breaching Party agrees to pay all of the other Party's costs, including (but not limited to) reasonable attorneys' fees, of enforcing such covenants. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedies available to it for such breach, including the recovery of damages. The Parties acknowledge that with regard to injunctive relief, Company may rely upon and invoke local law of Customer in order to obtain such relief.

(b) The Parties hereto agree that the covenants and obligations contained in this Agreement are severable and divisible, that none of such covenants or obligations depend on any other covenant or obligation for their enforceability, that each such covenant and obligation constitutes an enforceable obligation between Company and Customer, that each such covenant and obligation shall be construed as an agreement independent of any other provision of this Agreement, and that the existence of any claim or cause of action by one Party to this Agreement against another Party to this Agreement, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by any Party to this Agreement of any such covenants or obligations.

(c) Without the prior written consent of the other Party hereto, the Parties agree not to assign, sell or otherwise transfer this Agreement. This Agreement and the transactions provided for herein

shall be binding upon and inure to the benefit of the Parties, their legal representatives, permitted transferees, successors and assigns.

(d) This Agreement and the SLA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed for all purposes to constitute one and the same instrument. The Parties agree that signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures for all purposes hereof.

(e) Company and Customer shall comply with all laws and regulations applicable to their respective activities hereunder or otherwise pursuant to or in connection with this Agreement and the Services. If any laws or regulations require that the Services or this Agreement, or any portion thereof, be registered with or approved by a governmental entity, Customer shall immediately comply with such requirements at Customer's sole expense and for the benefit of both Customer and Company.

(f) Neither Party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes or other causes outside the reasonable control of the Parties.

(g) Any failure by either Party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

(h) All notices under this Agreement required to be given hereunder shall be given in writing and shall be delivered either by hand, by a nationally known expedited courier service, or by facsimile or email (with confirmation copy sent by expedited courier) addressed to the receiving Party at the address set forth below, or at such other address as may be designated from time to time. All notices will be deemed received by addressee three (3) business days after placement with the international courier service unless earlier received by the recipient and confirmed by the courier.

(i) Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

(j) This Agreement shall be governed by and construed in accordance with the substantive laws of Georgia, without regard to its principles of conflicts of law. The Parties consent to the

jurisdiction of the Superior Court of Fulton County or the United States District Court for the Northern District of Georgia, subject to any applicable jurisdiction rules. Customer hereby waives any objections to jurisdiction or venue in any proceeding before such courts. The rights specified herein are in addition to any and all other rights either Party has under applicable law.

(k) This Agreement and its Exhibits and the SLA constitute the final, complete and exclusive statement of the agreement between the Parties in respect of the subject matter hereof and supersedes all prior and contemporaneous agreements between the Parties in respect to the subject matter. This Agreement may be amended only by a subsequent writing, signed by the Parties.

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") is a part of the Master Services Agreement (the "**MSA**") between Company and Customer, under which the Company will perform certain services for the Customer. It sets forth the parties' objectives and the performance levels the Company must meet for all included services. This SLA is effective beginning on the Effective Date, and will remain in effect until the termination of the MSA. Capitalized terms used but not defined in this SLA shall have the meanings set out in the Master Agreement.

Any revisions to the service levels in this SLA must be authorized by both parties in accordance with the change order processes set forth in the MSA.

1. Defined Terms

For purposes of this SLA, the following terms shall have the following meanings:

"Mean Time to Restore" means, for each Measurement Period, the average time elapsed between the commencement of an Outage and the time that Company fully restores availability of the System to all authorized users of Customer

"Outage" means any interruption in availability of the Data Center and external trading partners that have previously established data communications. Regularly scheduled maintenance may be required from time-to-time, at Company's discretion, and shall not be deemed to be an Outage for purposes hereof. Company shall provide at least twenty-four (24) hours prior notice of any such scheduled maintenance.

"Measurement Period" means six (6) months. The first Measurement Period shall begin on the effective date of this SLA and each subsequent Measurement Period shall begin upon the termination of the prior Measurement Period.

“Regular Working Hours” shall mean 8:30am - 5:30pm Eastern Standard Time on weekdays (excluding New Year’s Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

"Service Credit" means a percentage of Service Fees paid or due over the Measurement Period to be credited to Customer if Company fails to meet a Service Level, as set forth in this SLA.

"Service Level" means a performance standard that Company is required to meet in providing the Services, as set forth in this SLA.

”Up-time” means the percentage of time during Regular Working Hours in the Measurement Period during which the System is fully available for use by Customer and its authorized users.

2. Service Scope

This SLA covers the following Services:

- (a) Implementing and maintaining an electronic data interchange system (the **“System”**) for transmission of data and documents with Customer’s trading partners.
- (b) Providing support and critical situation management related to the System, including a dedicated support team.
- (c) Facilitating meetings to review support requests, status updates, and upcoming projects related to the System.
- (d) Coordinating root cause analysis efforts for your critical support requests for the System.
- (e) Assisting in coordinating Company resources for multi-vendor troubleshooting efforts related to the System.

3. Customer Obligations

The Customer's responsibilities and obligations in support of this SLA include the following:

- (a) Providing information and authorizations as required by the Company for performing the Services.
- (b) Adhering to policies and processes established by the Company and the Customer for reporting service failures and incidents and prioritizing service requests.
- (c) Making a representative available (i) for regular meetings to review the SLA and (ii) to consult with the Company for resolving service-related incidents or requests.

(d) Paying fees and costs as required by the MSA.

4. Company Obligations

The Company's responsibilities and obligations in support of this SLA include:

(a) Meeting applicable incident response times.

(b) Adhering to the Customer's data protection, human resources, and other policies and practices as applicable to the performance of the Services.

(c) Making a representative available (i) for regular meetings to review the SLA and (ii) to resolve service-related incidents or requests.

5. Assumptions

Company's performance of the Services under this SLA is subject to the following assumptions, constraint, and dependencies:

(a) Information provided by Customer to Company as required for the Services will be accurate and timely.

(b) Company's procedures and delivery of Services may be affected by changes in relevant Customer internal policies or in applicable laws or regulations.

6. Availability of Support

(a) Support will be provided during Regular Working Hours and on a remote access basis.

(b) Support will be accessible by telephone, online via the customer portal , or email, and Company may respond to any support requests using the same methods.

(c) Support requests will be categorized based on the following:

(i) Category 1-Cosmetic- The problem includes cosmetic errors not impacting functionality or questions regarding product features or how to use them.

(ii) Category 2- Minor- The problem does not have a significant impact to the Customer or occurs in functionality that is not critical or frequently used. The problem results in minimal or no interruptions to normal operations.

(iii) Category 3- Major- The problem causes a moderate loss of System functionality or performance resulting in multiple users impacted in their normal functions.

(iv) Category 4- Critical- The problem causes a critical loss of System functionality or performance resulting in a high number of users unable to perform their normal functions. Only a inconvenient workaround or no workaround exists. The System is usable but severely limited.

(d) A root cause analysis will only be performed in the event of a Category 4 problem upon request by Customer. All other root cause analyses will be performed at the discretion of Company and the costs thereof will be borne by Customer, if such analysis is requested by Customer.

7. Service Levels and Service Credits

The following table sets forth the Services measured under this SLA, the applicable Service Levels, and the Service Credits to which Customer will be entitled if Company fails to meet the Service Levels over the Measurement Period. The total amount of Service Credits shall not exceed 25% of Company's fees in any Measurement Period.

Service	Service Level	Service Credit
Support Response Times	Category 4- Critical- 1 business hour or less (M-F) Category 3- Major- 4 business hours (M-F) Category 2- Minor-8 business hours (M-F) Category 1-Cosmetic- 12 business hours (M-F)	N/A
Up-time of the System	99.9%	99.8% - 99.9% - 2.5% < 99.8% - 5%
Outages and Restoration	Mean time to Restore for any Outage shall be twenty-four hours or less, disregarding any Outages or delays in restoration due to lost internet connectivity by Customer	2.5% for each incident not meeting the Service Level

(a) To request a Service Credit, (a) your Account must be in good standing with Company, (b) you must open a technical support ticket in the administrative control panel reporting an apparent

Service interruption within seventy-two (72) hours of the event, and (c) you must send an email or written Service Credit request to the billing department in the month immediately following the Measurement Period for which you are requesting a Service Credit. Service Credit requests must include your account name or account number and the dates and specific times for which you are requesting Service Credits.

(b) The Service Credits set forth in this SLA shall be considered liquidated damages and Customer's sole and exclusive remedy for Company's failure to meet Service Levels. Any unused Service Credits shall not be convertible cash and may only be used to offset any Service Fees due to Company hereunder.