

## **eXalt Solutions Service Level Agreement (SLA)**

BY PURCHASING EXALT'S "CUSTOMER EDITION" YOU AGREE TO THIS SERVICE LEVEL AGREEMENT (THE "SLA"). THIS SLA DOES NOT APPLY TO YOU UNLESS YOU HAVE PURCHASED EXALT'S "CUSTOMER EDITION." IF YOU DO NOT AGREE TO THIS SLA, YOU MAY NOT USE eXalt's "Portal Services" defined in the "Terms of Use". As used in this SLA, "You" means the individual accessing this site or, if such individual is using the site on behalf of a business or other entity, such business or other entity. If using the site on behalf of a business or other entity, the individual represents and warrants that s/he has the power and authority to bind such business or other entity.

"eXalt" means eXalt Solutions, Inc.

(a) In the event of service outages, Your sole remedy, and eXalt's sole liability shall be as follows:

### **A. Interruptions of 24 hours or less**

<b>Interruption Length</b>	<b>Credit</b>
Less than 2 hours	None
2 hours - 5 hours 59 minutes	1/2 day
6 hours - 11 hours 59 minutes	1 day
12 hours - 15 hours 59 minutes	1 1/2 days
16 hours - 24 hours	2 days

### **B. Interruptions Over 24 Hours**

Interruptions over 24 hours will be credited ½ day for each 12-hour period or fraction thereof. No more than 1 full day's credit will be allowed for any period of 24 hours. No more than 5 full day's credit will be allowed for any single interruption.

### **C. Program rules and regulations:**

- An "Interruption" is defined as unscheduled unavailability of a hosting server, does not include outages for scheduled periods of maintenance and upgrades, and does not include outages described in the "Force Majeure" paragraph below.
- Scheduled Maintenance. Scheduled maintenance, not to exceed two hours, one Monday, Tuesday, Wednesday, Thursday or Friday per week and not to exceed one weekend per month, shall not constitute outages or breach of performance criteria under this Agreement. Non-emergency maintenance shall not be performed during the hours of 8:00 AM (EST) to 8:00 PM (EST), without two weeks prior notice to Customer.
- No credits shall be available in the event of fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil

disturbances, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond eXalt's, or its third party hosting service provider's, control, whether or not similar to the foregoing.

- eXalt must be notified in writing of a claim by a Customer within 10 days of an occurrence of a possible Interruption. Customer claims must be sent to the e-mail address [customer@exaltsolutions.com](mailto:customer@exaltsolutions.com). All submitted claims must include the date and time of the Interruption.
- All claims are subject to review and verification by eXalt.
- eXalt will be the sole party to verify and determine that a hosting server experienced an Interruption.
- Customer may only receive credits equal to up to two weeks during any calendar quarter. Customer will not receive a credit for any other charges, including without limitation charges related to additional services like managed data storage or back up services.
- eXalt reserves the right to change or modify the program rules and regulations or discontinue this credit program at any time.
- Credits are exclusive of any applicable taxes charged to Customer or collected by eXalt. You shall be responsible for all taxes arising out of the provision of services hereunder, other than taxes on eXalt's net income.
- Force Majeure. eXalt shall not be liable or deemed to be in default for any outage or failure in performance resulting from acts of God, or any causes beyond the reasonable control of eXalt.

(b) This SLA is part of a suite of related agreements, including without limitation the Terms of Use (including any Order Form(s) you have submitted) (the "Terms of Use"), this SLA, and the Terms of Service – Content Link in Service (the "Terms of Service") which are collectively posted at [www.exaltsolutions.com/privacyandterms](http://www.exaltsolutions.com/privacyandterms). These various components, as may be amended from time to time, are referred to collectively as the "**Agreement**"). Some aspects of your relationship with eXalt are addressed in other portions of the Agreement. By way of example, Sections (f) Ownership by eXalt, (g) Indemnities, (h) Warranties, (j) Limitation of Liability, (k) Confidentiality, (l) Legal Fees and (m) Miscellaneous of the Terms of Use, as well as the Terms of Service and any Order Forms incorporated into the Terms of Use, apply in connection with this SLA.