

Required Service Levels and Service Level Credits

SaaS Provider will use automated monitoring tools to monitor and log general availability of the Service and proper functioning of the Software. In the event that the Service Levels set forth herein are not satisfied, SaaS Provider will provide a Service Level Credit against Client's next annual invoice, as set forth in this Exhibit. SaaS Provider will report statistics regarding monthly availability of the Service and proper functioning of the Software to Client along with each annual invoice, or upon the request of Client.

1. Service Uptime

Routine maintenance, back up and upgrades to the Service will occur only on Saturdays and Sundays between the hours of 6 pm – 7 am Eastern United States time (such time period, the "Scheduled Downtime"). With the exception of Scheduled Downtime, the Service will be fully accessible for use by Permitted Users 99.9% of the time, 365 days per year, twenty-four (24) hours per day (the "Required Service Availability").

For each month of the Term in which the Service fails to satisfy the Required System Availability, SaaS Provider shall issue Client a credit as set forth in the following table:

Monthly Uptime Calculation and Service Levels for Cloud Services

"Maximum Available Minutes" is the total accumulated minutes during a billing month. Maximum Available Minutes is measured from when the Services have been deployed and their associated roles have been started resultant from action initiated by Client to the time Client has initiated an action that would result in stopping or deleting the Services.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no Role Instance Connectivity.

"Monthly Uptime Percentage" for Cloud Services is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Subscription. Monthly Uptime Percentage is represented by the following formula:



Monthly Uptime % = (Maximum Available Minutes-Downtime) / Maximum Available Minutes

Actual Uptime	Allowance
98.0-99.8	5%
96.1-97.9	10%
93.6-96.0	15%
90.1-93.5	20%
87.6-90.0	30%
85.1-87.5	40%
82.6-85.0	50%
Below 82.6	100%

2. Software Errors

SaaS Provider will promptly correct errors in the Software. For each month of the Term in which SaaS Provider fails to correct an error within the time required in the following table, SaaS Provider shall issue Client a credit as set forth in the following table:

Software Error	Time Required to Correct Error	Service Level Credit
Severity 1 Error	4hour	Credit equal to 50% of the monthly prorated applicable Annual Fee for each hour or portion thereof in excess of 1 hour from commencement of Severity 1 Error in which such Severity 1 Error exists
Severity 2 Error first occurring between the hours of 7 am and 5 pm Eastern U.S. time Monday through Friday, excluding federal holidays	24 hours	Credit equal to 25% of the monthly prorated applicable Annual Fee for each 1-hour period or portion thereof in excess of 2 hours from commencement of Severity 2 Error in which such Severity 2 Error exists
Severity 3 Error	3 business days	Credit equal to 15% of the monthly prorated applicable Annual Fee for each business day or portion thereof in excess of 1 business day from commencement of Severity 3 Error in which such Severity 3 Error exists



3. Definitions

- a) "Severity 1 Error" means a condition in which all primary functions of the Software are not working or not available for access by Permitted Users.
- b) "Severity 2 Error" means a condition in which Permitted Users are able to access the Software but at least one primary function of the Software is not working properly.
- c) "Severity 3 Error" means a condition in which Permitted Users are able to access the Software but at least one non-primary function of the Software is not working properly.

4. Technical Support

SaaS Provider will provide unlimited telephone consultation (610) 260-6800 or through sending support requests to Clientsupport@meridiaars.com, Monday through Friday between 8:30 a.m. until 6:00 pm (excluding holidays), regarding the use and trouble-shooting of the Service and Software. SaaS Provider will log every service call received from Client, along with the eventual solution and correction time.

5. Maximum Service Level Credits

The Service Level Credits set forth in paragraphs 1 and 2 are separate and additive (i.e., Client may qualify for Service Level Credits pursuant to both paragraphs during the same month); provided, however, that in no event shall the total Service Level Credits provided to Client during a month exceed the Monthly Fee applicable to such month.

6. Billing Processes

Each annual invoice submitted by SaaS Provider will separately list the applicable Monthly Fee and all Service Level Credits applicable during such month, which Service Level Credits will be deducted from the Monthly Fee in such invoice. Within five (5) days after termination or expiration of this Agreement, SaaS Provider shall pay Client an amount equal to any Service Level Credits accruing during the month or portion thereof immediately prior to such termination or expiration.

