

SCHEDULE A: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") describes the standard support and service levels that apply to 1010data's Services, unless the specific Product Terms for a given Service provides otherwise. This SLA may be updated from time-to-time by 1010data, in its sole discretion, on notice to Client.

1. System Availability. Enterprise Analytics shall generally be available to Users, unless affected by User fault, twenty-four (24) hours a day, seven (7) days a week. Enterprise Analytics shall have a Normal Availability of at least ninety-seven percent (97%) each month ("**Normal Availability**") with a minimum availability of 90% ("**Minimum Availability**"). For purposes of this Agreement, "**Availability**" is a fraction, the denominator which is the number of hours in the month and the numerator which is the number of hours in the month less the number of hours that Client found the Database Hosting Services non-operational (excluding, in both the numerator and denominator, time spent for normal maintenance). If the Availability falls below the 97% Normal Availability in any calendar month, 1010data will credit Client's account pro rata, up to 20% of the monthly recurring fee computed as follows:

- a) If the Availability is below the 97%, the Availability credit is equal to up to twenty percent (20%) of the pro-rata recurring monthly fee paid calculated as follows:
 - i. The percentage of uptime by which uptime fell below 97% (and assuming a 95% uptime for the month, that number would be 2%) divided by the Normal Availability (97%) less the Minimum Availability (90%), multiplied by the total recurring monthly fees paid.
 - ii. In the foregoing example and assuming a \$10,000 monthly fee paid, the Availability credit would be calculated as follows: 2% divided by 7% which equals 28%, which is above the maximum 20% credit. In this case, the Availability credit would be 20% multiplied by \$10,000 which equals \$2,000.
- b) If the Availability falls below 90% in any three (3) consecutive calendar months, Client may terminate this Agreement upon written notice, provided that the notice is received within two weeks after the end of the third month during which Availability was below 90%. Termination shall be effective immediately upon receipt of such notice.

2. Service Performance Objectives.

- a) 1010data shall use commercially reasonable efforts to ensure that any service interruptions of Enterprise Analytics are resolved as soon as reasonably possible. 1010data shall provide Client with emergency contact information to report interruptions or Errors (as defined below). 1010data shall include Client in all automated notifications made via e-mail, telephone or fax.
- b) 1010data shall diagnose, verify and correct or replace any critical non-conformity, failure, defect, error, malfunction or bug which prevents Enterprise Analytics from performing in accordance with the warranties, documentation, and other descriptions and/or materials (provided the documentation or other description itself is not in error) provided to Client ("**Error**") promptly after Client notifies 1010data of an Error or 1010data discovers an Error.

3. Maintenance Terms.

- a) Planned maintenance includes planned hardware/software upgrades, changes and capacity upgrades. Planned maintenance shall be scheduled with forty-eight (48) hour prior written notice to Client, which may be by e-mail. With the possible exception of certain non-redundant components, such maintenance shall not disrupt service. In the event that planned maintenance requires downtime, 1010data shall schedule a one to four (1-4) hour window beginning no earlier

than 8:00 p.m. New York time on business days, or at any time during non-business days (weekends and major holidays).

- b) Emergency maintenance includes unplanned but required fixes to hardware, software or other system components. Emergency maintenance shall be performed on an as-needed basis with the goal of not creating any service interruption for Client. However, if such an interruption is deemed necessary to implement a fix, all reasonable efforts shall be made to perform the maintenance between 7:00 p.m. – 8:00 a.m. New York time, and be performed with minimal impact to Client. If possible, Client shall be informed of any required emergency maintenance at least six (6) hours before it is performed.
- c) 1010data shall promptly provide Client with notice of all known Errors that could produce an incorrect result as they become known or are reported to 1010data (as well as any remedial action).