

SLA - Pre 05-22-2018

Elite Plans Service Level Agreement

This Service Level Agreement (this "SLA") is entered by and between Pantheon Systems, Inc. ("Pantheon") and the entity ("Subscriber") that executes that certain order form ("Order Form") with Pantheon which references this SLA for each of the web services made available by Pantheon or its affiliates to Subscriber (each a "Service") under the Order Form. The term of this SLA shall commence on the effective date of the Order Form and continue until the expiration or termination of the Order Form.

1. Availability.

Subject to the terms of this SLA, Pantheon guarantees a 99.99% monthly average of Availability of its web server (the "Service"). "Availability" means a percentage calculated by dividing the total time during which the Service is available for Subscriber to use by the total time in a given period, less the time of the Exclusions listed in Section 2(e) below. To verify that the Service is available, Pantheon will ping the HTTP service on the Service by retrieving HTTP headers every 5 minutes with a 30-second threshold. If an HTTP service does not respond, the Service is considered nonoperational and is immediately escalated to the support center. In cases where two or more consecutive HTTP tests fail, the Service downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. Pantheon calculates Availability uptime based on this type of Service monitoring.

2. Penalty for Non-Compliance.

(a) Service Credit. If Availability falls below the guaranteed level, as Subscriber's sole remedy for such failure, Pantheon will credit to Subscriber for the next month of Service a portion of the monthly fees charged for the month during which such failure occurred according the following schedule:

- Service availability 99.0% - 99.9%: 10% of monthly fee credited
- Service availability 98.0% - 98.9%: 25% of monthly fee credited
- Service availability 95.0% - 97.9%: 50% of monthly fee credited
- Service availability 90.0% - 94.9%: 75% of monthly fee credited
- Service availability 89.9% or below: 100% of monthly fee credited

(b) Request for Credit. To receive the credit, Subscriber must specifically request it during the month following the month for which the credit is requested. Subscriber must provide all dates and times of Service unavailability along with Subscriber's account username. Pantheon will compare information provided by Subscriber to the Service availability monitoring data that the Pantheon maintains pursuant to Section 1 above. A credit will be issued if the unavailability warranting the credit is confirmed. The parties agree to work together in good faith to resolve any dispute arising from this SLA.

(c) Maximum Total Penalty. The total credit to Subscriber for any Service shall not exceed 100% of the monthly fees charged for that Service during the month for which the credit is issued.

(d) Limitations. Credits may not be issued if the Subscriber account is past due, suspended, or pending suspension. Credits are exclusive of any applicable taxes charged to Subscriber. False or repetitive

claims requests are a material violation of the Order Form and may result in termination of the Order Form.

(e) Exceptions. Subscriber shall not receive any credits in connection with any failure or deficiency of Service Availability to the extent caused by: (i) an event outside the reasonable control of Pantheon; (ii) maintenance and upgrades; (iii) any causes attributable to Subscriber or its contractors, (iv) software or hardware not provided or controlled by Pantheon; (v) outages elsewhere on the internet, including but not limited to interruptions at any Subscriber or third party data center or ISP; or (vi) acts or omissions of other customers (or of those authorized by other customers) sharing the affected Service(s) with Subscribers.

(f) Escalation contact. Subscriber can reach support for escalations.