Service Level Agreement

This Service Level Agreement (this "SLA") forms a part of the Software License and Service Agreement (the "User Agreement") for the remainder of the term of such User Agreement. Capitalized terms not defined in this SLA shall have the meaning set forth in the User Agreement.

Service Levels

WorkSpan shall provide User with 99.5% availability to the Services (the "Service Availability"); and (ii) provide telephone support (+1 844-218-2887) for Priority 1 issues on a 24x7x365 basis and email support for the Services to Users for all other priorities on a 24x5 business hour basis ("Service Support"). Service Support shall only include assistance with issues which are exclusively due to an error with the Services (i.e., a failure of the Services to conform to the written specifications provided by WorkSpan). Any support outside the scope of Service Support shall be provided by WorkSpan on a time and materials basis. The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime resulting from outages of third party connections or utilities or other reason beyond WorkSpan's control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving WorkSpan employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WorkSpan's possession or reasonable control, and denial of service attacks).

Error Response Times

An "Error" means an error in the Services which significantly degrades the Services as compared to WorkSpan's published performance specifications. For each Error reported by User, WorkSpan shall (i) assign a priority level to such Error in its discretion in accordance with the table below, and (ii) respond to User and provide status updates in accordance with the time periods set forth in the table below.

Classification	Description	Response Time
Priority 1	The Services are completely unavailable or performance is so poor as to render the Services unusable; or data security breach or hack (whether actual or suspected) or attempted data security breach; the issue impacts all customers on the system	1 hours

Priority 2	A major functionality of the Services is unusable and results in limited functionality that affects a large number of users.	2 hours
Priority 3	A loss of a function or resource of the Services that does not seriously affect Services functionality.	Next business day
Priority 4	All other problems with the Services other than those that fall within the categories listed above.	2 business days

Service Credits

If (i) the Services are unavailable to User due to defects with the Services beyond the Service Availability metric, or (ii) WorkSpan fails to respond to a User Error report within the allotted time frame, then, as User's sole and exclusive remedy (and WorkSpan's sole liability), (a) for each full hour in a month that the Services are unavailable beyond the Service Availability metric and (b) for each such response failure, WorkSpan will credit User with one (1) day of free access to the Services. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of one (1) free month of access to the Services. Further, WorkSpan will not grant a credit for any period in which User received any Services free of charge. WorkSpan blocking of data communications in accordance with its policies shall not be deemed to be a failure of WorkSpan to provide adequate service levels under this Agreement.

In order to receive service credits, User must notify WorkSpan in writing within seventy-two (72) hours from the time of downtime or response failure (as applicable), and failure to provide such notice will forfeit the right to receive downtime credit.