

# BuildOps Service Level Agreement Policy

This Service Level Agreement (“SLA”) is issued under and forms part of the Agreement between BuildOps and Customer. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The following applies for the duration of Customer’s Subscription Term:

1. BuildOps will provide the Services to Customer and operate the Services seven (7) days a week, every week of the year, twenty-four (24) hours a day, not including scheduled maintenance time. Scheduled maintenance time will not exceed five (5) hours a month, and will take place during Non-Peak Hours. "Non-Peak Hours" will generally be the hours between 12:00 AM and 5:00 AM EST. BuildOps will use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice of scheduled maintenance and provide notification within thirty (30) minutes thereafter of unscheduled outages.
2. The Service and Products will Function and be available as provided in this Agreement with the Uptime specified below (with the exception of any scheduled maintenance performed by BuildOps). "Uptime" will mean: each of the database, application, and web servers on an operational network that are capable of transmitting data, calculated on a monthly basis. "Function" will mean: (a) the ability to execute HTTP services as defined by industry standards; (b) online with operational network capability; and (c) available to accept protocol compliant requests.
3. Uptime will be calculated as follows:  $(\text{Total Hours Available} - \text{Actual Outage Hours}) / \text{Total Hours Available}$ . "Total Hours Available" means the total hours during the month less any hours designated for scheduled maintenance downtime (up to the maximum permitted herein). "Actual Outage Hours" means the total number of hours elapsed, beginning with the earlier of (a) when BuildOps knew of an Outage or (b) when BuildOps first notifies Customer of an Outage, and ends with the time that the Outage has been resolved, as agreed upon by BuildOps and Customer. "Outage" means Customer's inability to gain access to the Service to perform online transactions or performance problems that result in Customer's inability to perform online transactions.
4. Uptime. BuildOps will provide an Uptime of 99.9% or better, and Uptime as defined herein will exclude any Third-Party Platforms included in the Service. If BuildOps fails to meet the Availability standard in a particular month and Customer makes a request for service credits within 30 days after the end of such month, Customer will be entitled to the credits as follows:

Uptime Achieved	Service Credit
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≥ 99.9%	None (SLA met)
99.5% – 99.9%	5% of prior month's fees
99.0% – 99.5%	10% of prior month's fees
99.0%-98.5%	15% of prior month's fees
98.5%-98.0%	20% of prior month's fees

98.00% Uptime for 4 consecutive months will be considered a Material Breach and Customer may terminate the Agreement in accordance with the termination terms in the Agreement.