

## APPSFREEDOM, INC.

### SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is incorporated into any Master Subscription Agreement (the “Agreement”) and sets forth certain obligations of Customer and certain commitments and support obligations of appsFreedom. The terms of this SLA are governed by and subject to the terms and conditions of the Agreement. In the event of a conflict between the terms of this SLA and the Agreement, the Agreement will govern. Unless otherwise defined in this SLA, capitalized terms used in this SLA have the meanings ascribed to them in the Agreement.

1. **Hosting.** In the event appsFreedom hosts the software and related technology used to provide the appsFreedom Platform on behalf of Customer in such a manner as to enable customer access to the appsFreedom Platform through the Internet, utilizing desktop and/or mobile platform applications (“Hosting”), appsFreedom utilizes a hosting facility of its choice.
2. **Customer Technical Obligations.** As a condition to appsFreedom providing the appsFreedom Platform, the Customer will satisfy the following Customer Technical Obligations during the Term of the Agreement:
  - a) Provide all dedicated resources, including appropriate and qualified personnel and all Customer systems;
  - b) Make all necessary upgrades;
  - c) Provide appsFreedom with access to, and make available to appsFreedom, Customer’s development and quality assurance systems and appropriate test IDs;
  - d) Promptly respond to appsFreedom personnel engaged in supporting the appsFreedom Platform and act promptly to execute instructions;
  - e) In the event appsFreedom provides Hosting, ensure that its port and firewall do not block appsFreedom communications;
  - f) In the event appsFreedom provides Hosting, make its network, including Internet access, and the Internet available at all times; and
  - g) Provide any required server to install any needed plugin.
3. **appsFreedom’s Technical Services.** Subject to the terms and conditions of the Agreement, appsFreedom will, during the Term of the Agreement:
  - a) Enable the Customer to utilize the appsFreedom Platform;
  - b) Perform the following on-boarding activities:

- i. Establish Customer access to the appsFreedom Platform;
  - ii. If appsFreedom is providing Hosting, establish a unique Customer tenant;
  - iii. Outline deployment methodology and process and share best practices and case studies;
  - iv. Provide web-based training on appsFreedom Platform and set ups;
  - v. Provide a web-based introduction to the support process.
4. Uptime Commitment. In the event appsFreedom provides Hosting, and subject to the terms and conditions of the Agreement, appsFreedom will provide the appsFreedom Platform with an appsFreedom monthly network uptime of 99.5% of the time in a calendar month, excluding:
  - a) scheduled and required maintenance for which appsFreedom will provide 7 day's notice to Customer's Administrator(s) prior to any maintenance that requires the appsFreedom Platform to be unavailable, unless the Customer provides a written waiver to appsFreedom of the notice period requirement;
  - b) any downtime as a result of Apps, Users, and End Customers that are in any way impeding, or suspect of impeding, the appsFreedom Platform; and
  - c) a Force Majeure Event.
6. Support Commitment. Customer Administrator(s) may contact appsFreedom for support issues that Customer is unable to resolve by initiating a support ticket through the appsFreedom Platform. appsFreedom will provide support to Customer pursuant to its Support Policy posted on its website at [<url>](#) at the time Customer initiates a support ticket.

appsFreedom will use commercially reasonable efforts to meet the response time commitment described below to resolve any errors of which it is aware that cause the appsFreedom Platform not to perform one or more functions. The response times are as follows:

Monday – Friday, 9:00AM – 9:00PM ET (excluding Holidays): appsFreedom will provide support with a 2 hour response time.

Monday – Friday 9:01 PM – 8:59 AM ET; Weekends and Holidays: appsFreedom will provide support with a 6 hour response time.

appsFreedom records and tracks all problems through resolution in its internal system.

For the purposes of this SLA, Holidays are: New Year's Day, January 1; Memorial Day, the last Monday in May; Independence Day, July 4 or the day observed; Labor Day, the first

Monday in September; Thanksgiving, the 4<sup>th</sup> Thursday in November; the Friday after Thanksgiving; the afternoon of Christmas Eve, December 24; Christmas, December 25; and the afternoon of New Year's Eve, December 31.

7. appsFreedom Uptime and Support Guarantee.

- a) In the event that appsFreedom fails to meet the monthly network uptime commitment in Section 5 of this SLA, then Customer may elect to receive a credit for future monthly Fees payable to appsFreedom for the appsFreedom Platform according to the following schedule:

MONTHLY NETWORK UPTIME	CREDIT
At least 99.0% but less than 99.5%	5% of current month appsFreedom Platform fee
At least 97.0% but less than 99.0%	10% of current month appsFreedom Platform fee
At least 92.5% but less than 97.0%	20% of current month appsFreedom Platform fee
Less than 92.5%	40% of current month appsFreedom Platform fee

Monthly network uptime is measured on a calendar month basis, based upon the number of days in the given month multiplied by 1,440 minutes less any amount of time excluded from the calculation in accordance with Section 5 of this SLA.

- b) In the event that appsFreedom fails to meet the response time commitment in Section 6 of this SLA, then Customer may elect to receive a credit for future monthly Fees payable to appsFreedom for the appsFreedom Platform according to the following schedule:

ARTS PERCENTAGE	CREDIT
More than 100% but less than 125%	5% of current month appsFreedom Platform fee
At least 125% but less than 150%	10% of current month appsFreedom Platform fee
At least 150% but less than 175%	20% of current month appsFreedom Platform fee
175% or more	40% of current month appsFreedom Platform fee

ARTS Percentage is measured by expressing as a percentage the aggregate actual response times for issues reported in a month divided by the corresponding aggregate response time commitment for issues reported in the same month.

- c) To receive the Credit set forth in this SLA, Customer must notify appsFreedom within thirty (30) days of the time Customer becomes eligible to receive the Credit. If the Customer fails to notify appsFreedom, Customer forfeits its right to receive the applicable Credit.
  - d) If Customer terminates the appsFreedom Platform in accordance with the terms of the Agreement, Customer is not entitled to any applicable Credit and cannot use such Credit to offset any amounts due to appsFreedom.
  - e) The aggregate maximum amount of Credit that Customer can receive in any month under this SLA will not exceed 50% of the appsFreedom Platform fee due from Customer in the applicable month.
8. Exclusions. The rights and remedies set forth in this SLA do not apply to errors or events caused by (a) factors outside of appsFreedom's reasonable control, (b) third party software and/or hardware, (c) violations of the Agreement and any other terms governing the appsFreedom Platform, and (d) all exclusions set forth in the Agreement.