**EXHIBIT A**

MAINTENANCE AND SUPPORT SERVICES

Licensor shall have access to the latest release of the Semantria Platform, including minor maintenance updates (periodic service updates are automatically provided in latest version), and major product updates (major updates are expected to be released every 3-4 months) that are released commercially to Licensor's customers.

Semantria Web Service is hosted with 24x7x365 availability with monitoring, load balancing, performance management and back-up and recovery services.

NOTIFICATION FOR API UPDATES AND MAINTENANCE:

In the event that Licensor requires updates its API to a new version or requires system downtime for maintenance, Licensor will notify Licensee with a 30-day advance notice email followed by 14-day notice email, New contracts7-day notice email and then with a final notice email on the day of the updates or the downtime for maintenance.

INCIDENT REPORTING AND ESCALATION:

Technical Support will be available via email during standard business hours 9-5 (New York time) for Licensee to report issues and errors and for Licensor to provide problem resolution for its web service and use of its APIs ("Problem Resolution"). During standard business hours, Semantria will respond to incidents via email within four (4) hours of receipt of such incident. In some cases, Semantria reserves a right to delay response for up to twenty-four (24) hours of receipt of specific incidents.

Licensee can submit an Incident report by sending an e-mail to [support@lexalytics.com](mailto:support@lexalytics.com) describing the incident and the contact information of the person reporting the Incident.

During standard business hours, Level 1 Escalation is the process used by Licensee if expectations of incident response times are not met within four (4) hours of submitting an incident report by email to support@lexalytics.com or by phone to 1 (877) 570-1840 x2.

During standard business hours, Level 2 Escalation is the process used by Licensee if expectations of incident response times are not met within twenty-four (24) hours of submitting an incident report to Tim Mohler (tim.mohler@lexalytics.com) for Semantria and **NAME (email)** for COMPANY

Maintenance and Support Services shall also include:

* briefings for major Semantria product releases; and
* up to two (2) Developer Support Incidents per calendar month.

A "***Developer Support Incident***" means a single incident (or series of substantially related incidents) where Licensor provides a User with support to (i) resolve a technical issue, other than issues related to the standard use of Semantria API, integration or any Semantria Application, as made available to the public or resolution of bugs or defects in Semantria code, which shall be determined solely by Licensor, (ii) train or support such Licensee’s Developers that are responsible for development of Licensee Applications.

**EXHIBIT B**

SERVICE LEVEL AGREEMENT

Semantria SLA. During the Term of this Agreement, the Semantria Platform will be operational and available to Licensee at least 99.9% of the time in any calendar month (the "***Semantria SLA***"). If Licensor does not meet the Semantria SLA, and if Licensee meets its obligations under this Agreement, including this Semantria SLA, Licensee will be eligible to receive the Service Credits described below. Licensee acknowledges and agrees that this Semantria SLA states Licensee's sole and exclusive remedy for any failure by Licensor to provide Licensee with access to the Semantria Platform.

Definitions. The following definitions shall apply to the Semantria SLA.

* "***Downtime***" means, with respect to the Semantria Platform, if there is more than a five percent (5%) Service Error Rate.
* "***Downtime Period***" means, with respect to Semantria Platform, a period of five (5) consecutive minutes of Downtime.
* "***Failed Transaction***" means a Transaction that does not result in Semantria Derived Data due to a technical error, bug or defect within the control of Licensor and shall not include any failure of a Transaction to result in Semantria Derived Data for any reason attributable to Licensee, including but not limited to Transactions failing as a result of entry into the Semantria Platform by a User of data with unsupported characters, or any other data, that is impossible for the Semantria Platform to process.
* "***Monthly Uptime Percentage***" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
* "***Scheduled Downtime***" means those times where Licensor notifies Licensee of periods of Downtime at least three (3) days prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Semantria SLA and will not be counted towards any Downtime Periods.
* "***Service Credit***" means the following:

|  |  |
| --- | --- |
| **Monthly Uptime Percentage** | **Percentage of transactions per Month discounted to Licensee's use of the Semantria Platform at no charge to Licensee ("*Service Credit Percentage*")** |
| < 100.0% - ≥ 99.9% | N/A |
| < 99.9% - ≥ 99.5% | 2.5% |
| < 99.5% - ≥ 99.0% | 5% |
| < 99.0% | 15% |

* "***Service Error Rate***" means the number of Failed Transactions per one thousand consecutive executed Transactions.

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Licensee must notify Licensor within fifteen (15) business days from the time Licensee becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Licensee’s right to receive a Service Credit.

Application of Service Credit. Any Service Credit issued by Licensor to Licensee for any and all Downtime Periods that occur in a single calendar month shall apply to the aggregate number of Transactions executed by Licensee on the Semantria Platform in the next calendar month after which such Service Credit accrues. For example, if the Monthly Uptime Percentage for any calendar month results in the application of the Service Credit Percentage, the aggregate number of Transactions for such calendar month shall be reduced by the Service Credit Percentage and such reduction shall be reflected on Licensor's invoice to Licensee for such calendar month.

Semantria SLA Exclusions. The Semantria SLA does not apply to (i) any services that expressly exclude this Semantria SLA (as stated in the documentation for such services), (ii) any performance issues (a) caused by factors outside of Licensor’s reasonable control or (b) that resulted from Licensee’s equipment or third party equipment, or both (not within the primary control of Licensor) or (c) that resulted from Licensee’s incorrect integration with Semantria API; or any day in which the daily Transactions executed by Licensee exceeded 110% of the Optimal Daily Transaction Amount without the requisite prior notice to Licensor as specified in Exhibit C.