

## B2W SOFTWARE, INC.

### SERVICE LEVEL AGREEMENT

**IMPORTANT-READ CAREFULLY:** This Service Level Agreement ("SLA") sets forth the operational standards, support, and response standards provided by B2W Software, Incorporated ("B2W") for the B2W software as a service product identified in the Proposal & Sales Agreement which may include associated software components, media, printed materials, and "online" or electronic documentation ("SAAS PRODUCT"). By using the SAAS PRODUCT, you agree to the terms of this SLA. If you do not agree to the terms of this SLA, do not use the SAAS PRODUCT. B2W may modify this SLA upon thirty (30) days' prior written notice.

The SAAS PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SAAS PRODUCT is licensed, not sold.

#### 1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

- 1.1 **Availability:** B2W will maintain the availability of the SAAS PRODUCT at least 99% of time during each month (as determined on a monthly average), excluding:
  - (i) B2W's scheduled maintenance periods set forth in Section 1.2 of this SLA;
  - (ii) Any unavailability of the SAAS PRODUCT because of Customer's software, hardware, or network connectivity;
  - (iii) Any disruption of third-party services reasonably necessary for B2W to fully provide the SAAS PRODUCT;
  - (iv) Factors outside of B2W's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to B2W including at Customer's site or between Customer's site and the SAAS PRODUCT); and
  - (v) Any Internet outages.
- 1.2 **Scheduled Maintenance:** If necessary, B2W may take the SAAS PRODUCT offline for maintenance and B2W will provide Customer with at least four (4) days advance notice thereof.
- 1.3 **Unscheduled Maintenance:** If the SAAS PRODUCT becomes unavailable and requires unscheduled maintenance, B2W shall attempt to post a notice of the unscheduled maintenance on the web pages available to Customer.

#### 2. CREDITS

Customer's sole and exclusive remedy associated with B2W's breach of this SLA shall be a credit to the benefit of Customer of 1/60 of the monthly fee for each day during which the SAAS PRODUCT is not available to Customer for more than two (2) hours. The SAAS PRODUCT shall be deemed to be not available if:

- (i) The login page is generally unavailable; or
- (ii) If users can log in but the majority of the material functionality of the SAAS PRODUCT is not functioning for all users who have access to such functionality.

All service level claims must be communicated to B2W within seven (7) days of the incident and must include all relevant information, including host name, IP address, full description of the incident, and any logs (if applicable). All service level claims will be issued as credits against future invoices. In order to be eligible and qualify for service level claims, Customer must be current on all payment obligations and not be in violation of the B2W End-User License Agreement for Software as a Service ("EULA SaaS").

No service level claim credits will be given for service interruptions:

- (i) Caused by the action or failure to act by Customer or Customer's personnel;
- (ii) Due to failure of any equipment or software provided by Customer;
- (iii) Which are the result of scheduled maintenance;
- (iv) Due to a force majeure event; or
- (v) Resulting from Customer's breach of the SLA.

Total cumulative service level claim credits during any given month shall not exceed fifty percent (50%) of Customer's monthly fee for the SAAS PRODUCT.