

SERVICE LEVEL AGREEMENT

1.0. Subscription Services.

The Subscription Services will meet the following service level standards:

1.1 Hosting Facility. The hosting equipment will be installed in a professional hosting facility designed for such use. The facility will be in compliance with appropriate industry standards through necessary certifications.

1.2 Security Services. The hosting facility will provide security services as follows: (a) facility access will be limited to authorized personnel only; (b) facility will be monitored through closed circuit video surveillance and require identification for access; (c) data access security will be provided through the industry's best practices.

1.3 Monitoring Services. Basis Technologies will provide 24x7x365 monitoring of the computing, operating and networking infrastructure to detect abnormalities. This includes network monitoring, load balancing monitoring, web server and database monitoring.

1.4 Backup, Archiving and Recovery Services. Basis Technologies will perform regular backups of Customer Data, and provide routine and emergency recovery of Customer Data from its archives. The backup schedule shall include at least weekly full backups and daily incremental backups. In the event of loss or corruption of Customer Data, Basis Technologies will use reasonable commercial efforts to restore such Customer Data based on its most recent backup.

1.5 Administration Services. Basis Technologies will provide installation and administration of additional hardware, operating systems and other software, equipment and resources as necessary to maintain the Subscription Services.

2.0. Service Availability.

Basis Technologies commits to provide 99.5% uptime with respect to the Subscription Services during each calendar quarter of the Term, between the hours of 8:00 am and 9:00 pm Eastern Time, excluding regularly scheduled maintenance times. Maintenance time is scheduled, if it is communicated at least one business day in advance of the maintenance time. Regularly scheduled maintenance time typically is scheduled to occur at night or on a weekend, between the hours of 9:00PM and 8:00AM Eastern Time.

Basis Technologies in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Downtime is the time that Customer is unable to use the Subscription Services due to technical issues and shall not include Service unavailability, which Customer fails to report to Basis Technologies within three Business Days, or any Service unavailability resulting from:

- (a) planned downtime and/or regularly scheduled maintenance time,
- (b) acts or omissions of Customer,
- (c) any use or user of the Service not authorized by Customer, or
- (d) third party (contracted by Basis Technologies to fulfill specific application functionality) outage
- (e) reasons of Force Majeure - including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

For each cumulative two (2) hour period of Downtime in any calendar month in which Customer was negatively impacted (i.e. attempted to login to or access the Service and failed due to the unscheduled downtime of the Service), Customer's account shall be credited for the pro-rated charges representing one (1) day of the Subscription Services Fee, as defined in the Master Application Services Agreement and Order Form. The aforementioned credit shall be Customer's sole and exclusive remedy related to Basis Technologies' Service Level Agreement.

3.0 Notice.

Customer must notify Basis Technologies via email (support@basis.net) within one (1) hour after Customer's determination that Customer's Service is unavailable. Upon receipt of notification by Customer, Basis Technologies will contact Customer's designated point of contact. Customer is solely responsible for providing Basis Technologies accurate and current contact information for Customer's administrative contact. Customers who are past due or in default with respect to any payment or any material contractual obligations to Basis Technologies are not eligible for any credit under this Service Level Commitment.

Notices will be sufficient if provided to Customer: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen as well as during normal operations, or (b) by email to the registered email address provided for the administrator for Customer's account.

4.0 Updates.

Basis Technologies may amend this Service Level Agreement at its sole discretion but only after providing thirty (30) days advance notice.