

## CENTRIC MARKET INTELLIGENCE SLA

1. This Service Level Agreement (“SLA”) for Centric Market Intelligence SaaS Subscriptions (“Centric Market Intelligence Platform”) is part of Customer’s most recent Master License and Services Agreement, Master Services Agreement, or Master Agreement for Subscription and Services (in each case including any amendments, addenda, or order forms thereto) signed between the parties (the “Agreement”).
2. Definitions. Terms not defined herein shall have the same meaning ascribed to them in the Agreement.

“**Accepted Downtime**” means any of the following events which causes an inability for the Customer to be logged onto the Centric Market Intelligence Platform:

- Planned Suspension
- Emergency Suspension
- Outages caused by the failure of public network, communications components, or factors outside of Centric Software's reasonable control,
- Unauthorized use or misuse by Customer’s Users or anyone using any of the Users’ passwords
- Failure of Customer’s equipment or third-party computer hardware, software, or network infrastructure
- Force Majeure events as described in the Agreement, and
- Any interruption which is the result of a Customer’s request.

“**Emergency Suspension**” means emergency service interruptions which may happen at any time to fix a critical problem which poses an imminent threat to the integrity, confidentiality or availability of Centric Market Intelligence. Examples of Emergency suspension may include, without limitation:

- Unauthorized access or intrusion attempts into the Centric Market Intelligence Platform infrastructure,
- Attacks on Centric Market Intelligence Platform (including a denial-of-service attack),
- Malware compromising the security of the Centric Market Intelligence Platform,
- Customer’s use of the Centric Market Intelligence Platform in a way which disrupts the use of the Centric Market Intelligence or creates a security risk to Centric Software or to any Centric Software customer, or
- Any other activity or event that poses a significant risk to the security or stability of the Centric Market Intelligence Platform.

“**Planned Suspension**” means suspension for maintenance purposes such as applying patches, service packs, upgrades, backups, indexing, or other necessary planned activities to ensure the continued performance security and reliability of Centric Market Intelligence.

“**Other Downtime**” means the amount of time the Customer is unable to log to Centric Market Intelligence, other than an Accepted Downtime.

“**Service Availability**” means the ability for the Customer to be logged onto the Centric Market Intelligence Platform.

“**Total Downtime**” means the sum of the Accepted Downtime and the Other Downtime.

3. Target Service Availability

Centric Software’s target is to provide a Service Availability of 99.00% for the Centric Market Intelligence platform (hereinafter the “Target Service Availability”), measured on a quarterly basis.

4. Service Credits

- (a) If the quarterly Target Service Availability is below 99.00%, Centric Software's entire liability and Customer’s sole and exclusive remedy shall be to allow Customer to submit a claim for service credits, which shall include (i) a detailed description of the unavailability; and (ii) information regarding the duration of the Other Downtime. Centric Software must receive the request and all required information by the end of the calendar month in which such Target Service Availability has not been met. Centric Software will evaluate all information reasonably available and make a good faith judgment on whether a service credit shall be applied. Claims for a service credit must be made in good faith.

- (b) Centric Software will apply any service credit only against future payments for the Centric Market Intelligence Subscription otherwise due from Customer for the impacted SOW or Order Form (as the case may be). Centric Software will: (a) provide service credits for the subsequent annual term, or (b) if Customer chooses not to renew the Centric Market Intelligence Subscription for a subsequent year, provide a refund in the amount of the service credits due. Service credits may not be transferred or applied to any other account and Customer may not unilaterally offset the compensation for any performance or availability issues.
- (c) The percentage of the Target Service Availability will be calculated and defined as follows:

$$[(Total\ Minutes\ in\ the\ quarter - Total\ Downtime) / (Total\ Minutes\ in\ the\ quarter - Accepted\ Downtime)] \times 100\%$$

- (d) Service Credits: The percentage of the applicable fees to be credited to Customer shall be calculated on the basis of the following:

<b>Service Availability Percentage%</b>	<b>Service Credit (% of the quarterly Subscription fees)</b>
Less than 99% but equal or greater to 98%	1%
Less than 98% but equal or greater to 96%	2%
Less than 96% but equal or greater to 94%	4%
Less than 94% but equal or greater to 92%	6%
Less than 92% but equal or greater to 90%	8%
Less than 90% but equal or greater to 88%	10%
Less than 88% but equal or greater to 86%	12%
Less than 86% but equal or greater to 84%	14%
Less than 84% but equal or greater to 82%	16%
Less than 82% but equal or greater to 80%	18%
Less than 80%	20%