

CommerceIQ

SERVICE LEVEL AGREEMENT

1. Service Availability

a. CIQ will use commercially reasonable efforts to make the CIQ Service available 99.5% of the time, 7 days per week, and 24 hours per day ("**Service Availability**") as calculated over a calendar month excluding Scheduled Downtime and any Service Availability issues arising under section 1(c) below.

b. Scheduled Downtime. When needed, CIQ will schedule downtime for routine maintenance or system upgrades ("**Scheduled Downtime**") for the CIQ Service. Scheduled Downtime will be performed during a maintenance window, commencing at 2:00 am Eastern Standard Time (EST) and ending at 6:00 am Eastern Standard Time (EST) ("**Maintenance Window**"). In the event that Scheduled Downtime is outside the Maintenance Window, CIQ will provide 24-hour advance notice to the Customer. CIQ will attempt to maximize actual availability even during the period for Scheduled Downtime. CIQ shall use reasonable efforts to schedule any emergency downtime during the Maintenance Window to minimize impact to Customer.

c. Service Availability Exclusions. Customer shall not have any remedies under this SLA to the extent any SLA Claim (defined below) arises from unavailability of the CIQ Service resulting from: (i) events outside of the reasonable control of CIQ, (b) issues associated with Customer's computing equipment, devices, systems, or internet service provider connections, (iii) use of the CIQ Service outside the scope described in the Agreement, or (iv) inability to deliver the CIQ Service due to the acts or omissions of Customer or any authorized user.

d. SLA Claims Process. Customer must notify CIQ customer support via a support ticket within five (5) business days from the occurrence of the SLA incident and provide the details of the incident ("**SLA Claim**") and CIQ will promptly investigate and make a good faith reasonable determination, based on the information available, as to the validity of such SLA Claim.

2. Remedies

a. Service Credits. Subject to sections 1(b) and 1(c) above, if the Service Availability is less than 99.5% in an individual month and then upon Customer's submission and CIQ's validation of the SLA Claim, CIQ will issue a Service Credit on Customer's next invoice, calculated per the chart below, which shall not be redeemable for cash. For the avoidance of doubt, a Service Credit represents a percentage of the subscription fees paid for that month associated with the affected CIQ Service. In any given calendar month, Customer shall in no event be entitled to receive a Service Credit that exceeds 10% of its monthly fee for the affected CIQ Service.

% Availability	Service credit
Greater than 97.5% and less than or equal to 99.5%	5.0% of equivalent monthly fee
Greater than 95.0% and less than or equal to 97.5%	7.5% of equivalent monthly fee
Less than or equal to 95.0%	10.0% of equivalent monthly fee

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- b. Termination. An “**SLA Termination Event**” will occur should CIQ fail to achieve at least 95% availability in any four (4) months during two (2) consecutive calendar quarters. If an SLA Termination Event arises, either Party may terminate the Agreement for cause with no opportunity to cure (and, in the case of the Customer, this will be in lieu of receiving the above described Service Credits for the affected month). The Parties acknowledge and agree that an SLA Termination Event will not be considered to be a breach under the Agreement.
- c. Exclusive Remedy. The remedies set forth in this Section 2 shall be CIQ's sole liability and Customer's exclusive remedy for failure to meet the Service Availability in Section 1 above.