INFINITYQS SERVICE LEVEL AGREEMENT

InfinityQS Hosted Solutions

Updated January 25, 2018

This Service Level Agreement ("**SLA**") supplements the terms and conditions of one or more subscription agreements (each, a "**Subscription Agreement**") into which a client ("**you**", or "**your**") has entered with InfinityQS International, Inc. ("**InfinityQS**") for licenses to one of its hosted services (each a "**Hosted Solution**"). These Agreements include the Master Subscription Agreement for the ENACT® Hosted Solution, located here. The terms of this SLA are incorporated by reference in any Subscription Agreement between you and InfinityQS. If there is a conflict between the terms and conditions of this SLA and the terms of a Subscription Agreement, the terms of the applicable Subscription Agreement will take precedence and prevail. The terms and conditions set forth in this SLA shall take precedence over any different or additional terms set forth in any purchase order you submit for a Hosted Solution or any purchase order acknowledgment InfinityQS may issue.

Availability: InfinityQS will use commercially reasonable efforts to make each Hosted Solution available 99.5% of the time, except as provided below. During the term of a Subscription Agreement between you and InfinityQS, general availability will be calculated following the end of each calendar quarter in accordance with the following formula:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right)*100\right] \geq 99.5\%$$

Where:
- *total* means the total number of minutes for the quarter
- *nonexcluded* means downtime that is not *excluded*
- *excluded* means the following:
    - Any planned downtime of which InfinityQS gives at least 1 (one) weeks' notice via the Hosted Solution and that InfinityQS will use reasonable efforts to schedule during weekend hours from 9 p.m. ET Friday to 6 p.m. ET Sunday). Planned downtime for the Hosted Solution is typically done once per quarter, of average duration of 75 minutes, but may be done less frequently, or, if necessary, more frequently. Again, InfinityQS will provide the notice described in this sub-paragraph.
    - Any period of unavailability lasting less than 15 minutes.
    - Any unavailability caused by circumstances beyond our reasonable control, including, for example, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, third party applications, denial of service attack or other force majeure events.
    - Any outages arising from your operating environment.

For any partial calendar quarter during which you subscribe to the Hosted Solution, general availability will be calculated based on the entire calendar quarter, not just the portion for which you have subscribed. In addition, unavailability of some specific features or functions within the Hosted Solution, while others remain available, will not constitute unavailability of the Hosted Solution, so long as the unavailable features or functions are not, in the aggregate, material to the Hosted Solution as a whole.

InfinityQS offers 24/7/365 support for system access outage. If a user cannot access the system:
- For ProFicient on Demand, please go to https://www.infinityqs.com/support/open-a-pod-case to submit your request for support;
- For ENACT, please go to https://www.infinityqs.com/support/open-an-enact-24x7-case to submit your request for support

Reporting Claims: To file a claim under this SLA, you must send an email to sales@infinityqs.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number;
- Downtime information with dates and time periods for each instance of downtime during the relevant period; and
- An explanation of the claim made under this SLA, including any relevant calculations.

You may only make claims under this SLA on a calendar quarter basis and you must submit all claims within 10 business days after the end of the relevant quarter, except for periods at the end of your Subscription Agreement that do not coincide with a calendar quarter, in which case you must make any claim within 10 business days after the end of the term of your Subscription Agreement.

All claims will be verified against InfinityQS' system records. If InfinityQS confirms your report of downtime, InfinityQS will issue a credit against your next invoice calculated on the basis of the downtime you have experienced, calculated in accordance with the following section.

Service Credits: As your exclusive remedy and InfinityQS' entire liability for a failure to achieve the availability service level specified above, you shall be entitled to receive a credit in accordance with this paragraph ("**Service Credit**"). You will be entitled to receive only one Service Credit in each calendar quarter during the applicable subscription term. A Service Credit will be calculated by multiplying your pro-rated quarterly subscription fees for the calendar quarter in which the Service Credit was incurred by the percentage shown in the table below that corresponds to the actual availability of the Hosted Solution during that quarter.

Availability Percentage	Percentage Credit
Below 99.5%, but more than 95%	5%
Below 95%	10%

InfinityQS shall issue you Service Credits by applying the accumulated credits incurred during the initial 12 months of the Subscription Term against the Subscription Fees for the second 12-month period of the Subscription Term. Unless InfinityQS terminates the applicable Subscription Agreement for your material, uncured breach, InfinityQS will apply any unused credits at the expiration of the agreement to any amounts remaining unpaid by you upon such expiration and then pay you within a reasonable time any credits that exceed the unpaid amounts.

Should any periods of downtime submitted by you be disputed, InfinityQS will provide to you a record of service availability for the period in question. InfinityQS will only provide records of system availability in response to claims you have made in good faith.

General: Any obligations of InfinityQS under this SLA shall become null and void upon any breach by you of your Subscription Agreement with InfinityQS, including any failure to meet your payment obligations to InfinityQS.