

# Service Level Agreement ("SLA")

E-S Information Systems Inc. (EyeSeal) - EyeTrack Service Level Agreement

During the Term of the applicable EyeSeal Agreement (the "Agreement"), the Service will be operational and available to Customer at least 99.9% of the time in any thirty (30) day period (the "EyeSeal EyeTrack SLA commitment"). If EyeSeal does not meet the SLA commitment, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Service Credits described below. This SLA commitment states Customer's sole and exclusive remedy for any failure by EyeSeal, INC. to meet the SLA commitment.

## Definitions

The following definitions shall apply to the SLA.

- "Downtime" means, for any organization, if there is more than a five (5) percent user error rate. Downtime is measured based on server side error rate.
- "Monthly Up-time Percentage" means total number of minutes in a thirty (30) day period minus the number of minutes of Downtime suffered in the same thirty (30) day period divided by the total number of minutes in the same thirty (30) day period.
- "Service" means the EyeSeal EyeTrack service that is hosted by EyeSeal in its facilities or facilities that are managed by EyeSeal for the purpose of providing the services to Customer under the Agreement.
- "Service Exception Period" means the following:
  - Network maintenance activities scheduled during off-hours to install or upgrade network capability.
  - Scheduled maintenance will not contribute to the calculation of Downtime, and customer will not receive Service Credits for these activities
  - Service Exception Periods will not exceed one (1) hour within any thirty (30) day period, or twelve (12) hours in a calendar year.
- "Service Credit" means the following:
  - Monthly Uptime Percentage Service Credit (Listed in days, but converted based on customer rates)
    - < 99.9% - >= 99.0% - 2 credit days
    - < 99.0% - >= 95.0% - 5 credit days
    - < 95.0% - 12 credit days
- Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify EyeSeal within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.
- Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by EyeSeal, INC. to Customer for all Downtime that occurs in a single thirty (30) day period shall not exceed twelve (12) days of Service. All credits will be applied to future use of the EyeSeal EyeTrack service, and will not be applied against services that have already been purchased.
- SLA Exclusions. The SLA commitment does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or

(ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of EyeSeal, INC.).

- Monitoring. EyeSeal, INC. will provide 24/7 proactive monitoring of the EyeSeal EyeTrack and will extend to all customers the ability to view the current health and statistics of the environment.

Last Updated: June 14th, 2021