

SERVICE LEVEL AGREEMENT

Revision Date: February 28, 2017

Support services for a Licensed Product is subject to the terms of this SERVICE LEVEL AGREEMENT, **(collectively with all Schedules, the “Agreement”)**.

RECITALS

WHEREAS, Client has executed a Subscription License Agreement with Company for one or more of Company’s Licensed Products;

WHEREAS, Company provides Standard Support and Standard Service Levels for the Licensed Product(s) licensed to Client pursuant to the Subscription License Agreement at no extra charge;

WHEREAS, the Standard Support and Standard Service Level for each Licensed Product is set forth on one or more Schedules attached hereto, commencing with Schedule “A” and consecutively lettered Schedules as applicable.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions.

(a) “Standard Service Level” means the Standard Service Level described in the corresponding Schedule for a Licensed Product attached hereto provided to Client at no extra charge.

(b) “Standard Support” means the Standard Support described in the corresponding Schedule for a Licensed Product attached hereto provided to Client at no extra charge.

(c) “Business Day” means any day in which the United States federal banks are open.

(d) “Customizations” means customizations to Licensed Product requested by Client and not generally made available to Company’s other clients. Customizations must be mutually agreed upon by the Parties and may require the payment of Professional Service Fees and additional Subscription Services Fees.

(e) “Documentation” means the guides, manuals, operating instructions, Specifications and other documentation published by Company and made available to Client, with regard to the Licensed Product. Documentation includes any updated Documentation that Company provides with respect to Upgrades and new versions/releases of a Licensed Product.

(f) “Fix(es)” means a Workaround and/or additional or replacement lines of Software code provided by Company to remedy an Issue in a Licensed Product.

(g) “Insolvent” means that a Party (i) ceases to conduct business in the normal course; (ii) becomes insolvent or bankrupt; (iii) enters into suspension of payments, moratorium, reorganization or bankruptcy; (iv) makes a general assignment for the benefit of creditors; (v) makes a statement in writing of its inability to pay its debts as they become due; (vi) suffers or permits the appointment of a receiver for its business or assets; (vii) has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days; (viii) files a voluntary petition for bankruptcy or a petition or answer

seeking reorganization, or (ix) avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights.

(h) "Issue" means an event where the Licensed Product fails to operate substantially in accordance with the Specifications, which failure is not due to Client's hardware or the failure to use a Licensed Product in accordance with the Documentation.

(i) "Licensed Product" means Company's proprietary database product made available to Client on a subscription basis pursuant to the Subscription Licensed Agreement and does not include any source code software.

(j) "Maintenance" means modifications, updates, fixes, repairs, patches, improvements and Upgrades made by Company to a Licensed Product.

(k) "Professional Services" mean any of the integration services or custom services that may be performed by Company for Client.

(l) "Response Time" means the maximum time between the moment when an issue is received by Company and the moment when the Client is informed that the incident is being analyzed.

(m) "Specifications" means the functional operating description of a Licensed Product published by Company set forth in the Documentation.

(n) "Subscription Services" means access to the Company's Licensed Product provided to Client in accordance with the terms of a Subscription Services Agreement between Company and Client.

(o) "System Administrator" means an employee or agent of Client with sufficient training and experience to identify and isolate Issues and to provide sufficient information and assistance to Company to be able to reproduce such Issues. The System Administrator or his/her delegate shall be the single point of contact for Company when reporting Issues. Company may require Client to appoint a new System Administrator if Company reasonably determines that the System Administrator does not possess the training or experience necessary to perform the required functions of the System Administrator or cannot communicate effectively with Company's support personnel.

(p) "Updates" means subsequent releases, modifications, updates, enhancements or new versions of a Licensed Product which are generally made available to Company's clients in good standing at no additional charge.

(q) "Workaround" means a temporary solution to an Issue.

(r) "User" means a unique individual who is an employee or contractor of Client (but in no event a competitor of Company) who is granted access rights to a Licensed Product under this Agreement.

2. Maintenance.

(a) Scheduled Maintenance. Maintenance on Licensed Products will be performed by Company during its stated Maintenance Window on an as-needed basis. A weekly maintenance window for each Licensed Product is available to the Company from 4:00am to 7:00am ET every Saturday morning ("Scheduled Maintenance"). Maintenance, when needed, will be performed in a manner that allows for continued (i.e., uninterrupted) operations whenever possible but is not guaranteed. Should a service interruption be necessary, an email notification will be sent out one week prior to the scheduled outage and

will be followed up by a reminder notification approximately 72 hours prior to the outage. There are no additional fees due from Client for Maintenance, except as relates to Client-specific Customizations.

(b) Emergency Maintenance. On occasion, Company may experience the need for emergency maintenance, during which time the Software Platform will be unavailable to Client and its Users. Except in extraordinary circumstances, Company will notify Client a minimum of fifteen (15) minutes prior to any emergency maintenance. Where practicable, Company will commence emergency maintenance during off-peak business hours. Any emergency maintenance combined with scheduled maintenance in excess of twelve (12) hours per month shall constitute unavailability for the purposes of measuring uptime against the Service Level for the respective Licensed Product.

3. Support.

(a) Support Levels. Company shall provide Standard Support for each Licensed Product as set forth on the respective Schedule for such Licensed Product attached hereto.

(b) Opening a Trouble Ticket. Client, through its System Administrator, may open a Trouble Ticket to report an Issue by email to the Company’s Help Desk at helpdesk@supplychainwizard.com. Company’s Help Desk shall be available for receipt of reports during the hours set forth on Schedule “A” (or such successively lettered Schedules, if applicable). Company will assign a Trouble-Ticket number to any Support request once reported by Client. Both Company and Client will use this Trouble-Ticket number as a reference in any further communication and for the duration of the Issue.

(c) Severity Definitions. Issues reported by Client will be categorized into the following severity levels.

Priority 1 (Critical)	A critical problem with a Licensed Product in which any of the following occur: the Licensed Product is non-functional, inoperable, inaccessible or unavailable to the User; or the performance or nonperformance of a Licensed Product prevents all useful work from being done.
Priority 2 (Severe)	A problem with a Licensed Product in which any of the following occur: the Licensed Product is severely limited or degraded in its functionality, major functions are not performing properly, the situation is causing a significant impact to certain portions of the User’s operations or productivity; or access to the Licensed Product has been interrupted but has resumed recovered but, in the User’s reasonable opinion, there is high risk of reoccurrence.
Priority 3 (Moderate)	A minor or cosmetic problem with Licensed Product in which any of the following occur: the problem is an irritant, affects nonessential functions, or has minimal impact to the User’s business operations; the problem is localized or has isolated impact; the problem is an operational nuisance; the problem results in documentation errors; or the problem is any other problem that is not a Priority 1 or a Priority 2 Issue, but is otherwise a failure of a Licensed Product conform to the Documentation or Specifications.
Priority 4 (Low)	Minor Errors. Attributes and/or options to utility programs do not operate as stated. Change requests.

4. Service Availability and Service Credits.

(a) Calculation of Service Availability. Company will use commercially reasonable efforts to provide up time for the Licensed Product as specified on Schedule "A" hereto (and each successively lettered Schedule, if applicable). Up time will be calculated by dividing the available minutes when the Licensed Product is actually available to Client per calendar month by the total available minutes for such calendar month, excluding Scheduled Maintenance as defined in Section 3 below ("Service Availability"). The calculation of Service Availability also shall exclude the following:

- (i) unavailability resulting from Client's or any third party's hardware or software;
By way of example and without any limitation, unavailability resulting from any Cloud Services Provider shall be excluded from the calculation of Service Availability, provided that SCW will put its best efforts to make the third party providers fix any problems related to their products or services. However, Company cannot guarantee 100% service availability of third party providers.
- (ii) unavailability resulting from slow or lack of Internet connectivity;
By way of example and without any limitation, unavailability resulting from any Mobile Operators' services shall be excluded from the calculation of Service Availability, provided that SCW will put its best efforts to make the third party providers fix any problems related to their products or services. However, Company cannot guarantee 100% service availability of third party providers.
- (iii) unavailability resulting from the actions or inactions of Client or any third party;
- (iv) unavailability resulting from the failure of Client or Client's Users to use the Licensed Product in accordance with the Documentation and/or Training;
- (v) unavailability resulting from Client's use of the Licensed Product after Company has advised Client to modify its use of the Licensed Product (without limiting the functionality of the Licensed Product) if Client did not modify its use as advised;
- (vi) unavailability during beta and trial services (as determined by Company);
- (vii) unavailability due to any event or circumstance beyond Company's reasonable control, including, without limitation, strikes, governmental action, unusually severe weather, acts of God or public enemy (each, a "Force Majeure Event").

Service Credits are only provided if the Client has opened a Trouble-Ticket, as defined in Section 3(b) above within three Business Days of the initial incident, and shall only be calculated based on unavailability of a Licensed Product from the time such Issue is initially reported.

(b) Calculation of Service Credit. An amount equal to 25% of the monthly Subscription Fee will be available as a Service Credit to Client based on the amount by which Service Availability fails to achieve the stated uptime for the Licensed Product in accordance with Standard Support as set for on Schedule "A". Service Credits will be applied to the immediately succeeding month's Subscription Fees.

5. Assignment. Neither Party may assign or otherwise transfer any of its rights under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld; except that either Party may assign this Agreement to an affiliate or a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets or a majority of its voting interests. All terms and conditions of

this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

6. Governing Law; Arbitration. This interpretation and enforcement of this Agreement and any disputes with Company or any Affiliate arising out of or relating to this Agreement or a Licensed Product (“Disputes”) shall be governed by New Jersey law, excluding conflicts of law principles. Any Disputes shall be resolved by final and binding arbitration under the rules and auspices of the American Arbitration Association, to be held in New Jersey, with a written decision stating the legal reasoning therefor, issued by the arbitrator(s) at either Party’s request, and with arbitration fees and reasonable attorneys’ fees of both parties to be borne by the Party that ultimately loses. Either Party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitration awards in any court of competent jurisdiction.

7. Entire Agreement

This Agreement constitutes the entire agreement of the Parties hereto with regard to the subject matter hereof.

The Company, in its sole discretion, reserves its right to change, modify, update, add or remove any portions of this Agreement. The revised Agreement will be effective immediately after making it available to the Client. Most current version of the Agreement can be reviewed at www.supplychainwizard.com/legal. If the Client is not willing to accept any changes to the Agreement then the Client has the right to terminate this Agreement.

8. Applicable Laws. Client and Company acknowledge that the export, import, and use of certain hardware, software, and technical data are regulated by the United States and other governments. Each Party each agrees to conduct its operations at all times in compliance with all applicable laws and regulations, including the U.S. Export Administration Act, and the regulations promulgated there under by the U.S. Department of Commerce, privacy laws, and any other applicable laws or regulations.

9. Third Party Service Providers. Company may engage third party subcontractors and suppliers to provide goods and services hereunder as it determines in its sole discretion. Company shall be responsible to Client for the performance of Company’s third party subcontractors and suppliers and for any breach by a Company’s third party subcontractor or supplier.

10. Taxes. All sales, use and consumption taxes, value added charges, and other governmental charges, including any penalties and interest, assessed or imposed by any jurisdiction in connection with the receipt of the Subscription Services and/or the use of a Licensed Product (“Taxes”), excluding income taxes due and payable by Company, shall be borne by Client. Client agrees to indemnify and hold Company harmless from and against any claims, losses, expenses and damages incurred by Company in connection with any Taxes for which Client is liable.

11. Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof.

**SCHEDULE “A”
TO THE SERVICE LEVEL AGREEMENT
BETWEEN
SUPPLY CHAIN WIZARD, LLC
AND
CLIENT**

1. Standard Support. Company will provide the following Standard Support to Client.

Helpdesk Support. Company’s Help desk shall be available for receipt of reports by e-mail to Company’s helpdesk email address at: helpdesk@supplychainwizard.com. Company and Client will maintain contact information as specified in the Maintenance Contacts Information section of this Agreement.

Response Times. Company will accept support questions from Client’s Support Contact via any of the following methods for Service.

Severity Level	Initial Response Time	Issue Resolution*
Priority 1 (Critical)	24 hours	2 days
Priority 2 (Severe)	48 hours	7 days
Priority 3 (Moderate)	7 days	30 days
Priority 4 (Low)	30 days	90 days

* Issue Resolution shall include Fixes, Workarounds or any type of resolution in which functionality of a Licensed Product is restored to operate consistent with the Documentation.

Issue Follow Up. The following table describes Company’s follow up commitments to reported Issues.

Severity Level	When/How Updates Provided	Timing of Updates	Content of Updates
Priority 1 (Critical)	E-mail	Initial update within 8 hours of response time. Subsequent updates every 8 hours.	Company will update Client with the following information: Services affected

			<p>Description of service or aspect of Licensed Product that is unavailable to Users</p> <p>Current status of repair</p> <p>Estimated time to repair</p>
Priority 2 (Severe)	E-mail	First update within 24 hours of response time. Subsequent updates every 24 hours.	<p>Company will update Client with the following information:</p> <p>Services affected</p> <p>Current status of repair</p> <p>Description of service or aspect of Licensed Product that is unavailable to Users</p> <p>Estimated time to repair</p>
Priority 3 (Moderate)	E-mail	First update within 7 Days of response time. Subsequent updates every 7 days.	<p>Company will update Client with the following information:</p> <p>Services affected</p> <p>Current status of repair</p> <p>Description of service or aspect of Licensed Product that is unavailable to Users</p> <p>Estimated time to repair</p>
Priority 4 (Low)	E-mail	First update within 30 Days of response time. Subsequent updates every 30 days.	<p>Company will update Client with the following information:</p> <p>Services affected</p> <p>Current status of repair, including notification of final resolution.</p>

2. Standard Service Level and Service Credit. The Standard Service Level guarantee for the Licensed Product that is the subject of this Schedule will be: 95% availability (“Standard Service Availability Uptime”). For each 1% that the actual Service Availability is less than the Standard Service Availability Uptime, Client may receive a Service Level Credit in an amount equal to 5% of the monthly Subscription Fee, up to a maximum of 25% of the monthly Subscription Fee, in accordance with Section 4 of the Agreement.