

Service Level Agreement (SLA)

Definitions:

“Service Availability” means the Hosted Services uptime, and is measured by subtracting from the total minutes in a given month, the total minutes of Service Interruption (as defined below) in such month, divided by the total minutes in such month and then multiplied by 100.

“Service Interruption” means, except for scheduled system maintenance, the period of time that the Hosted Services are either (a) not available for log-in or (b) substantially not functioning.

By way of example: If in a given 30 day month there are 60 minutes of Service Interruption then the Service Availability for such month would be calculated as follows:

= (43,200 being the total minutes in a 30 day month – 60 minutes of Service Interruption) / 43,200

= 43,140 / 43,200

= 0.999

Service Availability for the month would be 99.9%

The Hosted Services will be operational and available to OWNER, its Affiliates and their respective Authorized Users at least 99.95% of the time in any calendar month, excluding scheduled maintenance and upgrades which occur between 10:00 p.m. am and 6:00 a.m. (the “Service Levels”) Eastern Standard Time.

Where reasonably possible, CONTRACTOR shall provide at least 24 hours advance notice on scheduled maintenance and upgrades. For greater certainty, scheduled maintenance and upgrades shall only occur between 10:00 p.m. and 6:00 a.m Eastern Standard Time, any day of the week.

If CONTRACTOR does not meet the Service Levels, OWNER will receive the Service Credits corresponding to the time the service was not available beyond the agreed upon availability above.

CONTRACTOR will advise OWNER of its total Service Credits each month or at OWNER 's request from time to time.

The receipt of any Service Credits in addition to and not in lieu or limitation of any other remedies available to OWNER for any failure by CONTRACTOR to meet the Service Availability.

Technical Support Response Times

All Support requests shall be sent to: Support@nimonik.com or call 1 888 608 7511 (Head Office). Support tickets will be automatically created and escalated based on ticket open and closed times and severity.

Severity 1 - System Down. The Hosted Service is experiencing an unplanned interruption or reduction in quality of Services or a critical interface has failed. Response and communication time: within 15 minutes. Resolution Time: 2 hours

Severity 2 - Restricted Operation. The majority of the Hosted Service is not usable or otherwise inoperable. Response and communication: within 3 hours. Resolution Time: 5 hours

Severity 3 - Material Impact. A minority of the Hosted Service is not usable. Significant features are not be available or not working in accordance with the terms of this Contract. Response and communication: within 3 hours. Resolution Time: 5 hours

Severity 4 - Minimal Impact. An immaterial or non-critical feature of the Hosted Service is not working, malfunctioning or causing errors. Response and communication: within 5 business days. Resolution Time: 1 month

Support Hours

We have two support teams: Americas and Asia. We offer support Monday through Friday during the following business hours.

America: 7 am to 5 pm MST

Asia: 8 am to 5 pm CST