

## REVALUATE SLA

This SLA exhibit ("SLA Exhibit") by and between Revaluate and Customer is hereby incorporated into the Agreement. All terms not otherwise defined in this SLA Exhibit have the meanings provided in the Agreement.

1. **Uptime Standard.** Revaluate will use commercially reasonable efforts to maintain 99.5% Uptime ("Uptime Standard") for the Service in each calendar month during the License Term. ("Calendar Month").
  - a. **Calculation of Uptime.** As used in this herein, "Uptime" = [(Total minutes in Calendar Month – Downtime) / (Total minutes in Calendar Month – Excluded Downtime)] X 100.
  - b. **Downtime.** "Downtime" shall equal the cumulative number of minutes the Service is not accessible during the Calendar Month.
  - c. **Excluded Downtime.** "Excluded Downtime" means any Downtime that is the result of:
    - Any interface or service controlled by Customer.
    - Circumstances beyond Revaluate's reasonable control such as floods, war and acts of god.
    - Scheduled maintenance that has been communicated to Customer by Revaluate in advance with a reasonable notice period.

## 2. Remedies.

- a. **Service Credits.** Revaluate will provide Customer a credit equal to ten percent (10%) of fees owed by Customer in a Calendar Month ("Service Credit"), in the event the Uptime falls by two percent (2%) or more below the Uptime Standard during any one Calendar Month. Revaluate will provide Customer additional Service Credits for each subsequent two percent (2%) drop below the Uptime Standard, such that the Service Credits will be calculated as follows:

Uptime	Credit as a Percentage of Fees for Calendar Month
Equal or less than 97.5%	10%
Equal or less than 95.5%	20%
Equal or less than 93.5%	40%
Equal or less than 91.5%	60%
Equal or less than 89.5%	80%
Equal or less than 87.5%	100%

- b. **Right to Terminate.** In the event that Revaluate fails to meet the Uptime Standard for three (3) Calendar Months during a twelve (12) Calendar Month-period, Customer may terminate the Agreement without penalty by providing prior written notice to Revaluate within thirty (30) days of the end of the Calendar Month during which such termination right accrues. In the event of such a termination, Customer will receive a pro-rata refund of the prepaid, but unused fees applicable to the period after termination.
- c. **Sole Remedy.** THE ISSUANCE OF SERVICE CREDITS UNDER SUBSECTION (A) AND CUSTOMER'S TERMINATION RIGHT UNDER SUBSECTION (B) OF THIS SECTION 2 STATES REVALUATE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY REVALUATE TO MEET THE UPTIME STANDARD.

