

This ClearGov Service Level Agreement (the "**SLA**") applies to all ClearGov Customers with current account balances and with one or more active ClearGov Services ("**Customer(s)**") as set forth in such applicable ClearGov Service Order.

- 1) **Measurement and Claims.** Customer agrees that measurements made through our third party monitoring service establishes the eligibility for any claim. In the event that Customer determines that a service degradation exists or has occurred, Customer shall promptly notify ClearGov. The parties will mutually agree upon the validity and accuracy of the claim, and upon the client's eligibility for any credit or refund.
- 2) **Definitions.** Capitalized terms used in this SLA, and not otherwise defined herein, shall have meanings set forth in the ClearGov Service Agreement
- 3) **Service Availability.** Service Availability shall mean the total time in a calendar month that the ClearGov Services are made available to the Internet at the location where the servers are installed and operated. ClearGov cannot be held liable for problems related to any upstream bandwidth providers as these are not under ClearGov control. The ClearGov Services are expected to be available to Customer at least 99.0% of the time.
- 4) **Service Downtime.** Service Downtime shall mean any unplanned interruption in ClearGov Services availability during which the Customer is unable to access the applicable ClearGov Services, provided that such interruption is determined to have been caused by ClearGov or by ClearGov's delivery of the applicable ClearGov Services. Service Downtime is measured as the total length of time of the unplanned interruption in Service Availability during a calendar month. ClearGov is not responsible for unplanned outages due to and third-party service provider, including but not limited to regularly-upgraded commercial software plugins utilized by the ClearGov CMS.
- 5) **Scheduled Service Downtime.** Scheduled Service Downtime shall mean any planned interruption of ClearGov Services, for the purpose of software or hardware upgrades, system maintenance, data uploads or any other routine or schedule maintenance of the ClearGov Services. Such planned outages may include purposeful restarts of software or hardware in order to resolve urgent performance or reliability issues. Scheduled Service Downtime is generally scheduled between 1:00 am and 6:00 am ET on weekdays or at any time during weekends.
- 6) **Monitoring Service.** ClearGov shall employ a Web monitoring system in order to track and analyze site availability, performance, response times, etc. Such Web monitoring system shall provide alerts and notifications to ClearGov to help identify and rectify service level issues.
- 7) **Exclusions.** This SLA does not cover Service Downtime caused by any of the following:
  - 7.1) Outages or configuration issues in the Customer's local area network or ISP;
  - 7.2) Outages at any location between the Customer and the ClearGov servers;
  - 7.3) Outages due to bugs or other malfunctions in third party software;
  - 7.4) Planned outages;
  - 7.5) Domain-related issues such as expiry or any necessary DNS propagation;
  - 7.6) Outdated or otherwise unsuitable or ineffective software or hardware on the Customer's computer or network.
- 8) **Service Support.** ClearGov call provide service support in accordance with the terms set forth herein:
  - 8.1) Support Availability.
    - a) Telephone Support: 9:00 am to 5:00 pm ET Monday – Friday, excluding Holidays.
    - b) Email support: Monitored 9:00 am to 5:00 pm ET Monday – Friday, excluding Holidays.
  - 8.2) Support Requests. In support of the ClearGov Services, ClearGov will respond to service related incidents and/or requests submitted by the Customer within the following time frames:
    - a) Within eight (8) hours (during business hours) for issues classified as **High** priority;
    - b) Within two (2) working days for issues classified as **Medium** priority;
    - c) Within five (5) working days for issues classified as **Low** priority.
- 9) **Titles & Subtitles.** The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.