ACCESSAGILITY

AccessAgility Hosted Services Policy

Effective as of March 18, 2014

Applicability

This AccessAgility Hosted Services Policy (this "Policy") governs the delivery of services to host, on Customer's behalf, the Software to enable Customer's use of the Software in a production environment via internet-based consoles ("Hosted Services"). In connection with any Software licenses for trial, evaluation, or testing of the Software, this Policy does not apply and any Hosted Services are provided "AS IS" with no warranties of any kind.

Systems Management

AccessAgility shall: (i) provide all necessary hardware for the hosting of the Software (the "AccessAgility Servers"); (ii) monitor and maintain the AccessAgility Servers and provide continuous connectivity, availability, and operation of the host servers necessary to achieve the service levels set forth herein; and (iii) monitor hardware, systems software, and environmental controls and, based on detected problems or issues, take reasonable actions as necessary to achieve the service levels set forth herein.

Availability

AccessAgility shall maintain the availability of the AccessAgility Servers hosting the Software on behalf of Customer ("Availability") to allow Customer the ability remotely access ("Access") the AccessAgility Servers 99.9% of the calendar month, excluding any period of time designated by AccessAgility during which AccessAgility may limit or suspend Access to the AccessAgility Server and/or Software so that AccessAgility may perform routine or emergency maintenance (a "Maintenance Window"). AccessAgility shall provide at least five (5) days' advance notice via email of Maintenance Windows or if, under the circumstances, five (5) days' notice is not practical, AccessAgility shall provide as much advance notice via email as is reasonably possible.

Hosted Services Service Levels and Remedies

AccessAgility warrants it will provide Availability of the Hosted Services 99.9% of the calendar month (the "Service Level"). To the extent that the Hosted Services fail to conform to the Service Level, Customer may request service credits ("Outage Credits") as provided herein. A failure or lack of Availability for any period of time of at least one minute during which Customer is unable to utilize the Hosted Services due to AccessAgility's failure to provide Customer with the specified services constitutes an "Outage". All Outage measurements will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Outage Credits are based on cumulative periods of Outage over a calendar month. Final determinations of the length of the cumulative periods of Outage over a calendar month shall be based on AccessAgility's internal monitoring equipment and records. Outage Credits will be taken against only the Hosted Service fees for the month in which the Outage occurred. Outage Credits will be calculated in accordance with the following table:

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Cumulative duration of Outage periods within a particular calendar month	Percentage of the Hosted Services fees to be credited as an Outage Credit
44 minutes through 7 hours : 12 minutes	10%
Greater than 7 hours : 12 minutes	30%

Claiming Outage Credits

Customer must request any Outage Credit potentially due hereunder within ninety (90) days of end of the calendar month in which it occurs. Customer waives any right to credits not requested within such ninety (90) day period. Outage Credits will be issued once AccessAgility has validated the duration of the Outage and any Outage Credits due will be applied toward the next invoice following the month in which AccessAgility validates the Outage Credit. Other than termination rights, if any, the Outage Credits provide Customer's sole and exclusive remedy for any interruptions, deficiencies, or failures of any kind of the Hosted Services. The Outage Credits will not apply in the case of an Excluded Event. "Excluded Event" means any event that adversely impacts the Hosted Services to the extent it is caused by (a) the acts or omissions of Customer, its employees, customers, contractors, or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by AccessAgility; (c) Force Majeure events; (d) a Maintenance Window; (e) any permitted suspension of Hosted Services for late payment or nonpayment; or (f) the unavailability of any Customer personnel required to restore Hosted Services, including as a result of Customer's failure to provide AccessAgility with accurate, current contact information.