

CLARIO, INC.
SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) is incorporated into, forms a part of, and is in all respects subject to the terms of, the Master Services Agreement between Customer and Clario, Inc. (the “**Agreement**”). All capitalized terms that are not defined in this SLA will have the meanings assigned to those terms in the Agreement.

1. Definitions.

“**Clario**” means Clario, Inc.

“**Customer**” means the entity entering into an Order with Clario, pursuant to the Agreement, for the purposes of purchasing the Services.

“**Force Majeure Event**” means an event where the performance by any Party of its obligations under this Agreement is prevented by any condition beyond the reasonable control of such Party.

“**Party** or “**Parties**” means each of Clario and Customer or Clario and Customer as the context requires.

“**Platform**” means Clario’s proprietary software platform.

“**Platform Availability**” means the number of minutes in a year that the key components of the Platform are operational as a percentage of the total number of minutes in such year, subject to the Exclusions listed in Section 2.

2. Platform Availability Commitment. Subject to the exclusions listed below, Clario will use commercially reasonable efforts to achieve Platform Availability 99.5% of each day, 7 days a week, except for: (a) planned downtime for which Clario has given reasonable electronic notice; (b) Force Majeure Events; (c) malicious attacks on the Platform, (d) issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of the technology of or acts or omissions of Customer, any Customer user, or any third party.

3. Credits. If Clario fails to meet Platform Availability in the year, upon written request by Customer within 30 days after the end of the year, Clario will issue a credit in Customer’s next invoice in an amount equal to 1% of the yearly fee for the affected SaaS Services for each 1% loss of Platform Availability below the Platform Availability commitment, up to a maximum of 5% of the Customer’s fee for Platform. If the yearly fee has been paid in advance, then at Customer’s election Clario shall provide a credit to Customer to be used in the following subscription year. The remedy stated in this paragraph is Customer’s sole and exclusive remedy for interruption of Platform and Clario’s failure to meet the Platform Availability commitment.