



SERVICE LEVEL FOR EMBURSE SERVICES

Effective Date:

This Service Level for Emburse Services sets forth the System Availability Service Level (“SLA”) for the applicable Emburse Services ordered by Customer under the Agreement and identified below as included. Capitalized but undefined terms used herein shall have the meaning set forth in the Agreement.

1. Definitions

“**Excluded Downtime**” means Excused Downtime and Scheduled Downtime.

“**Excused Downtime**” means that the Service is unavailable due to unscheduled downtime required to provide critical updates to the Service or due to factors beyond Emburse’s reasonable control.

“**Scheduled Downtime**” means the total amount of time that the Service is not available to Authorized Users due to scheduled maintenance or updates to the Service performed by Emburse. Planned Downtime will not exceed 7 hours per month. Emburse will provide at least 72 hours notice of Scheduled Downtime.

“**Service Credit**” means the total dollar credit, calculated as set forth below, that Customer may claim in the event of a Service to meet the Service Availability SLA.

“**Total Minutes in the Month**” means the total number of minutes measured 24 hours at 7 days per week during a calendar month.

“**Unavailability**” means that the Service is either not accessible by Customer or not operating with full functionality such that an Authorized User is not able to complete a transaction using the Service.

2. Service Availability SLA and Credit

Emburse warrants that the Service will have an average Service Availability of 99.5% on a monthly basis. “Service Availability” is calculated as follows:

$$\text{Service Availability} = \frac{(\text{Total Minutes in a Month} - \text{Excluded Downtime}) - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} * 100$$

- a. In the event that the Service fails to meet the Service Availability above in a single month, Customer’s sole and exclusive remedy shall be:
 - (i) For Service availability less than 99.5% but greater than 99% a prorated credit of the monthly portion of the Subscription Fees for the month in which the failure occurred;
 - (ii) For Service availability less than 99% but greater than 98.5%, a credit of 10% of the monthly portion of the Subscription Fees for the month in which the failure occurred;
 - (iii) For Service availability less than 98.5% but greater than 98%, a credit of 20% of the monthly portion of the Subscription Fees for the month in which the failure occurred; and
 - (iv) For Service availability less than 98% but greater than 90%, 30% of the monthly portion of the Subscription Fees for the month in which the failure occurred.
- b. For failure in 3 or more consecutive months, or a single failure where Service Availability is below 90%, Customer shall have, in addition to (i) above, the right to terminate the Service and receive a prorata refund of the prepaid unused fees as of the date of the termination.

3. Credit Request

Customer may claim the credit amount described above, which credit Customer may apply to a future invoice relating to the Service that did not meet the System Availability SLA. Claims under this SLA must be made in good faith and by a submitted support case within thirty (30) days after the end of the relevant Month in which the Service did not meet the SLA.

4. Applicability

As of the Effective Date, the SLA applies to the following services: Chrome River, Certify, Abacus, and Nexonia.