



Dotsquares

SERVICE LEVELS AGREEMENT

This Exhibit describes the service levels that have been established for the Services and the applicable remedy for failing to meet certain service levels.

1) **Service Availability Commitment.**

It is Dotsquares's goal to have the Services available to Customer twenty-four hours a day seven days a week, with the exception of Planned Downtime. Dotsquares will use all commercially reasonable efforts to provide Customer with average annual availability that is equal to or greater than 99.9%. (365 days x 24 hours = 8760 hours x 99.9% = 8751.24 hours of availability.) Dotsquares's records and data shall be the basis for all service availability calculations and determinations.

2) **Planned Downtime.**

- a) **Planned Downtime.** Planned downtime occurs when Customer has no access to the Services due to scheduled maintenance by Dotsquares or Dotsquares's data center host.
- b) **Scheduling of Planned Downtime.** Dotsquares will make reasonable efforts to schedule Planned Downtime at a time and manner reasonably anticipated to minimize disruptions to all of its affected customers; provided, however, that any such planned downtime shall not occur between 9:00 A.M and 5:30 PM GMT Monday through Friday. It is anticipated that Planned Downtime will include scheduled maintenance and application upgrades. Dotsquares anticipates that application upgrades will occur on weekends.
- c) **Notice for Planned Downtime.** Dotsquares will provide twenty-four (24) hours prior notice for scheduled Planned Downtime not to exceed one (1) hour. For all Planned Downtime scheduled to last one (1) hour or more, Dotsquares will provide at least seventy-two (72) hours prior notice. Notice provided under this Section will be via email.

3) **Severity Levels.**

Unplanned Service Interruption occurs when the Customer's access to the Services is affected by severity level 0 through 4 problems ("Unplanned Service Interruption"). Severity levels for Unplanned Service Interruptions are described in the following schedule:

| Severity Level of Unplanned Service Interruption | Description |
|--|--|
| Level 0 | Unplanned Downtime due to Complete System Failure. This issue results in complete system failure, due to the servers or network on which the Services are accessed not being available to be accessed, for a continuous period lasting greater than ten (10) minutes in length, but excluding the following: <ol style="list-style-type: none">(i) any failure by a Customer to access the Services caused by any failure, interruption, outage or other factor outside of Dotsquares's direct control, including without limitation, issues associated with Customer's computers, local area networks or internet service providers, any internet connectivity not under Dotsquares's direct control and any Force Majeure event resulting from any actions or inactions of Customer, Customer's Agents or any third parties,(ii) unavailability that is caused by any equipment or telecommunications provider that is not within the direct control of Dotsquares;(iii) unauthorized use of, or modifications to hardware or software, and(iv) Planned Downtime |
| Level 1 | Inoperable Business Function. These issues have a negative impact upon a large business function of the Selected Services. This category is characterized by the following: <ul style="list-style-type: none">• Major functionality loss. More than one important feature is not working |



| Severity Level of Unplanned Service Interruption | Description |
|--|---|
| | |
| Level 2 | Business Function Limitation. Narrow functional limitations and situations that do not currently impair the Customer's business activities while using the Selected Services. This category is characterized by the following: <ul style="list-style-type: none">• Impaired function is used daily• Issue adversely affects business performance• Temporary work around is available |
| Level 3 | Limited Occurrence Customer Issue. Specific functions within the Selected Services that do not negatively impact daily operations. These issues are characterized by the following: <ul style="list-style-type: none">• Infrequent Occurrence• Intermittent Function |
| Level 4 | Minor System Issue. Errors that do not affect business operations. |

4) **Service Availability Commitment Remedy.**

a) Dotsquares server support will use all commercially reasonable efforts to respond to Unplanned Service Interruptions, support service is available 24x7x365.

| Severity Level | Dotsquares Response Guidelines | Dotsquares Service Restoration Commitment |
|----------------|--------------------------------|--|
| Level 0 | Respond within 30 minutes. | Dotsquares will work 24 hours a day 7 days a week to restore service within 4 hours from the time of response. |
| Level 1 | Respond within one hour. | Dotsquares will work 24 hours a day 7 days a week to restore service within 8 hours from the time of response. |
| Level 2 | Respond within 2 hours. | Dotsquares will work 24 hours a day 7 days a week to restore service within 24 hours from the time of response |
| Level 3 and 4 | Respond within 2 hours. | Company will make all commercially reasonable efforts to resolve issue |

5) **Privacy and Security.** Dotsquares will use all commercially reasonable efforts to manage security as follows:

- a) **Accessibility.** Authorized access to a Customer's data shall be limited to Customer, Agents and Dotsquares personnel working on behalf of Customer and its Agents. Dotsquares shall provide an initial password for each Agent. Customer and its Agents will be responsible for choosing and maintaining confidential passwords to access the Services, and to implement reasonable policies regarding password formats and changes. Neither Customer nor any Agent shall divulge any password to any unauthorized person. Dotsquares shall be entitled to rely on the authorization of any person that presents a valid password. Dotsquares shall not be responsible for monitoring authorized use of any Customer or Agent account, but shall promptly notify Customer of any unauthorized access of Customer's or its Agents' accounts of which Dotsquares becomes aware. Dotsquares shall not be responsible for any unauthorized use of



any of Customer's or its Agents' passwords except to the extent caused by Dotsquares's willful misconduct or gross negligence.

b) Security Layers. Dotsquares shall implement commercially reasonable network security features.

c) Back-up Services. Dotsquares will perform commercially reasonable routine incremental system back-ups reasonably intended to provide the ability to restore the system to operational status in the event of a disaster and recover Customer Data. Dotsquares will perform full back-ups of all Customer data offline once a month and online back-ups weekly.

6) **System Monitoring.**

Dotsquares will monitor (or contract with third parties to monitor) its systems (including but not limited to computing, operating and network infrastructure) twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year to detect abnormalities, which shall include but not be limited to environmental monitoring, network monitoring, load balancing monitoring, web server and database monitoring, firewall services and intrusion detection.

7) **Support and Help Desk Services.**

a) Dotsquares will provide support and help desk services in the English language. The contact information to receive Dotsquares support and the hours of availability are summarized as follows:

| Type of support | Contact Information | Hours of Availability |
|------------------------------|------------------------|-----------------------|
| For Server support available | servers@dotsquares.com | 24x7 |

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