

## GoSuite PRO SERVICE LEVEL AGREEMENT

---

THIS SERVICE LEVEL AGREEMENT (“SLA”), made by and between Enforme Interactive, Inc. DBA Celerate (hereinafter “Celerate”), and You (hereinafter “Client”) describes the levels service that Celerate will provide to Client for in connection with those certain website hosting and support related services provided in support of that certain software licensed to Client by Celerate, installed on Celerate’s servers and other hardware and related equipment (collectively, the “Celerate System”) in exchange for the payment of the fees defined in Client’s Statement of Work, subject to the terms and conditions set forth herein. This SLA incorporates by reference the Master Service Agreement (hereinafter “MSA”) executed between the parties hereto. The two documents shall be read together as one, integrated document. In the event that any term or condition set forth herein conflicts with a term or condition set forth in the MSA, this SLA shall govern and control.

### **TERM**

This SLA is hereby entered into by the parties hereto and shall commence on from signature of initial contract and shall remain in full force for three (3) years unless terminated earlier pursuant to the termination provisions of the MSA (“Initial Term”). This SLA shall automatically renew for successive three (3)-year terms (each a “Renewal Term”) unless notice otherwise is given by either party within sixty (60) days of the expiration date of the then current term, unless sooner terminated pursuant to the termination provisions set forth in the MSA.

### **DESCRIPTION OF SERVICES**

#### **Hosting Services**

Celerate will provide Client with licensing and web based access to the Client Portal web site(s) hereinafter referred to as “Software”, defined in Client’s Statement of Work. Client acknowledges that Celerate may engage third party vendors to fulfill some obligations set forth hereunder, including but not limited to Amazon Web Services (AWS). Celerate will provide Client with hosting, monitoring, maintenance of infrastructure, operating systems and relevant hardware for Celerate servers and other equipment (the Celerate System) as more fully described below, for the fees specified in this SLA, subject to the terms and conditions set forth herein.

#### **Hosting Cloud Service Configuration**

Software will be hosted in Celerate’s AWS cloud environment. This includes:

1. 250 GB data storage. Additional usage may incur additional costs.
2. Enterprise Search Engine to provide a full range of capabilities such as faceted navigation and advanced search features
3. Digital asset management for directing your images, video streaming distribution, and documents.
  - i. 25 viewing hours video storage included (encoding, S3 storage, and cloudfront). Additional usage may incur additional costs.

#### **Infrastructure Maintenance**

Infrastructure maintenance services performed by Celerate under this SLA shall include the following:

- **OS Patches**  
Celerate will follow best practices and recommendations from AWS and other system vendors with regard to the application of patches and updates to operating systems and other infrastructure components. Celerate will perform monthly maintenance on the third Wednesday of every month.
- **Virus/Intrusion Detection**  
Celerate will provide virus scanning to all platform servers along with regular definition updates. Celerate uses various monitoring and intrusion detection devices to protect the network infrastructure from breach. In the event of a significant breach, Celerate will notify the customer within eight (8) hours of event discovery.
- **Monitoring**  
Celerate monitors applications and services from both private and public facing interfaces to provide redundant views of all services and applications. Celerate IT is promptly notified of any service affecting issues.
- **Backup and Disaster Recovery**  
Celerate shall configure scripts that will produce daily snapshots of all critical data, code, and assets. These snapshots shall be transferred to multiple backup locations. Celerate shall maintain a 2-week, rotating, full-crash recovery archive.

#### **Service Level Commitment and Availability Guarantees**

Celerate, in accordance with the current AWS SLA, will use commercially reasonable efforts to make the software and hardware systems available with a Monthly Uptime Percentage (defined below) of at least 99.5% (the "Service Level Commitment"), except for planned and announced downtimes and outages, in each case during any monthly commitment. In the event that Celerate does not meet the Service Level Commitment, Client may be eligible to receive a Service Credit as defined below.

#### **Monthly Uptime Percentage**

The Monthly Uptime Percentage is calculated by subtracting from 100% the percentage of minutes during the month in which software and hardware systems, as applicable, were unavailable. Monthly Uptime Percentage measurements are restricted to system and network availability relevant to explicitly provided network and hardware services and exclude downtime resulting directly or indirectly from any Celerate SLA Exclusion (defined below).

#### **Definitions:**

1. Monthly Uptime Percentage = Maximum Available Minutes minus Unavailable Minutes divided by Maximum Available Minutes.

Example: Site was unavailable 21 minutes in June, the Monthly Uptime % =  $(43200 - 21)/43200 = 99.95\%$

2. Available Minutes means total minutes in the month minus the exclusions defined below.
3. Unavailable Minutes means the time the Software has no external connectivity in the month minus the exclusions defined below.
4. Monthly Unavailable % = Unavailable Minutes in a month divided by Maximum Available Minutes
5. A Service Credit is a dollar credit that may be credited to an eligible account towards future hosting and maintenance services. Service Credits will be calculated if the Monthly Uptime Percentage is less than the Service Level Commitment. The credit will be based on the Monthly Unavailable Percentage multiplied by Client's monthly hosting cost.
6. Exclusions to Service Credits:

1. Planned and required downtime for stated infrastructure maintenance or operations such as data backup and restore, code deployments or load testing.
2. Partial outages in limited regions of the Internet that may be due to routing or DNS issues.
3. Client integration outages
4. Client vendor changes
5. Third-party attacks
6. Acts of God beyond Celerate's or AWS's control.

To receive a Service Credit, Client must submit a request by email to [myteam@Celerate.com](mailto:myteam@Celerate.com) within sixty (60) days after the Unavailable incident occurred. Clients should state the dates and times of unavailability in the email. If the Monthly Uptime Percentage of the request is confirmed by Celerate and is less than the Service Level Commitment, Celerate will issue a Service Credit to be applied to Client's next invoicing. Failure to provide a request and required information will disqualify Client from receiving a Service Credit.

### **Client Responsibilities**

Client agrees that it shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment, software and other materials (Client Equipment) at Client's location(s) necessary for accessing the Software and the Celerate System through the Internet. Client agrees to promptly notify Celerate of any changes in the Client Equipment, including any system configuration changes or any hardware or software upgrades that may affect the Hosting Services provided hereunder.

### **Damages and Liability**

#### **1. Damages for Downtime**

Celerate warrants and represents to Client that the Hosting Services will be performed in a professional and workmanlike manner. In the event of downtime, Client's sole and exclusive remedy is as stated in the Service Level Commitment and Availability Guarantees section above.

#### **2. Other Damages**

In the event of a breach of Celerate's Support Performance obligations or any other breach of this SLA except downtime-related breaches, Client's sole and exclusive remedy shall be to terminate this SLA.

THE CUMULATIVE LIABILITY OF Celerate FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS SLA AND THE SERVICES PERFORMED HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CLIENT TO CELERATE, IN CONNECTION WITH THE SPECIFIC SERVICES OUT OF WHICH THE CLAIM AROSE, PRIOR TO THE DATE UPON WHICH ANY SUCH LIABILITY ARISES. CLIENT MAY NOT BRING AN ACTION OR SUIT AGAINST CELERATE AFTER THE FIRST ANNIVERSARY DATE FOLLOWING THE DATE UPON WHICH LIABILITY ARISES HEREUNDER. IN NO EVENT SHALL Celerate BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OR SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT

HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE.

### **3. Factors Beyond Celerate's Control**

Without limiting the express warranties expressly set forth in this Agreement, Celerate does not guarantee that the Celerate System or the Hosting Services be uninterrupted or free of all possible errors or omissions. Celerate cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to the Internet. Celerate will use commercially reasonable efforts to adequately maintain, and upgrade as necessary the Celerate System to provide the Hosting Services to meet the reasonable requirements of Client. However, except as expressly set forth herein, Celerate shall not be responsible for any delays, errors, failures to perform, or disruptions in the Hosting Services caused by or resulting from any act, omission or condition beyond Celerate's reasonable control.