

EXHIBIT B

Service Level Agreement

1. Overview

This Service Level Agreement (“SLA”) and any revisions describe the target availability of the Provider Applications.

2. Availability

Category	Service Level Objective
Availability of Provider Application	99.95%

3. Service Level Credits

For any calendar month in which Provider does not meet the Service Level Objective as defined above other than due to Excluded Downtime, Customer will be entitled to a “Service Level Credit” equal to 10% of the subscription fees applicable to that month. The credit will be applied to Customer’s next scheduled payment. The Service Level Credit shall be Customer’s sole remedy, and Provider’s exclusive liability, for any breach of the service-level commitments set forth in Section 2. The Service Level Credit is intended as liquidated damages, and not as a penalty. Provider provides monthly reporting on key availability metrics. To receive any of the Service Level Credits described in this section, Customer must notify Provider no later than 30 calendar days from the time Customer becomes eligible to receive such Credits.

4. Excluded Downtime

Provider shall not owe Customer any Service Level Credits to the extent that Provider fails to meet a Service Level Objective due to “Excluded Downtime” defines as follows: (i) support issues for software or portions of the managed products that are unauthorized modifications made by Customer or third parties; (ii) failure of, or issues arising from, computing or networking hardware, Internet failures, or equipment or programs not within the reasonable control of Provider or its service providers; (iii) failure of, or issues arising from, applications, equipment or programs that interact with application APIs, including Third Party Services; (iv) issues or outages caused by Customer’s or its users misuse of the Provider Applications; (v) scheduled downtime and maintenance; (vi) a failure or malfunction resulting from scripts, Customer Data, or other materials provided by Customer or third parties acting on behalf of Customer; (v) outages initiated by Provider at Customer’s request or direction for maintenance, back up, compliance testing, or other purposes; or (vi) lack of availability or untimely response time by Customer or the pertinent third party provider to respond to incidents that require Customer’s or such third party provider’s participation for source identification and/or resolution.