

RELEWISE PROVIDES THE FOLLOWING GUARANTEES FOR THE AVAILABILITY OF RELEWISE SEARCH & RECOMMENDATION SERVICES

If Relewise does not meet this Service Level Agreement ("SLA") for its Service (search & recommendation services), and if Subscriber meets its obligations under this SLA, Subscriber will be eligible to receive the invoice credits described below. This SLA states Subscriber's sole and exclusive remedy for any failure by Relewise to meet the SLA.

Invoice credits are calculated as follows:

Credit = (Monthly Traffic Price × Outage Period Minutes) ÷ Minutes in the applicable service month. Capped at 50% of the Traffic Price for the applicable month.

SLA terms:

- Monthly Guaranteed Actual Uptime: 99.95%
- Monthly Cap: 50% of the Traffic Price for the applicable month

Expected Actual Uptime is greater than 99.99% (based on historical data)

Invoice Credits Terms and Conditions:

Credits will be made in the form of a monetary credit applied to future use of the Service. A pending credit does not release a Subscriber from its obligation to pay Relewise invoices submitted for payment in full when due.

In order for a Subscriber to be eligible to receive a credit under this SLA, the Subscriber must use the latest major version of Relewise API.

Service Credits may not be exchanged for, or converted to, monetary compensation.

Service degradation or suspension as a result of a Subscriber exceeding limits under an applicable Relewise subscription is not considered as an Outage covered by this SLA. Additional conditions apply as defined in Subscriber's customer agreement.

Relewise will provide at least thirty (30) days' advance notice for changes to the SLA that affect a Subscriber's Relewise subscription by either: (i) sending an email to Subscriber's point of contact for notices; (ii) posting a notice in the Relewise Dashboard; If a change to the SLA has a material adverse impact on Subscriber and Subscriber does not agree to the change, Subscriber has the right to terminate the corresponding service order within thirty (30) days of notice of such change from Relewise.

Definitions

"Service" means the hosted API.

"Actual Uptime" means Scheduled Uptime minus Unscheduled Outage.

"Scheduled Uptime" means that period of time (days of the week and hours per day) during which the Service is agreed to be made available.

"Unscheduled Outage" means an unplanned period of time when the Service is not available, at the time when it is scheduled to be available.

"Extraordinary Scheduled Outage" means any Outage that is scheduled on an infrequent basis to support exceptional activities – e.g. major updates or infrastructural changes.

"Outage" means a period of time in the Service where no requests receive a valid response for the applicable subscription. This can be Scheduled, Unscheduled and/or Extraordinary Scheduled Outage.

"Scheduled Outage" means any Outage that is planned in accordance with an Outage scheduling process as notified to the Customer with at least three (3) months' prior notice.

"Monthly Cap" means the maximum aggregate number of invoice credits issued by Relewise to Subscriber for all Outages in a single billing month.

"Monthly Guaranteed Uptime" means the total number of minutes in a month, minus the number of minutes of Unscheduled Outage suffered from all Unscheduled Outages in a month, divided by the total number of minutes in a month and expressed as a percentage.

"Traffic Price" means the monthly traffic fee for the applicable Relewise Search and Recommendation Services, exclusive of any fees related to other services.

"SLA" means this Service Level Agreement.