



SERVICE LEVEL AGREEMENT (“SLA”)

This Service Level Agreement (the “SLA”) forms a part of HeartCloud, Inc.'s Service Terms and Conditions (the “Service Terms”). Capitalized terms not defined in this SLA shall have the meaning set forth in the Service Terms.

Service Levels:

HeartCloud, Inc. shall provide Customer with 99.9% availability to the Service (the “Service Availability”); and (ii) provide telephone and email support for the Service to Customer on a 24 x 7 x 365 basis (“Service Support”). Service Support shall only include assistance with issues which are exclusively due to an error with the Service (i.e., a failure of the Service to conform to the written specifications provided by HeartCloud, Inc.). Any support outside the scope of Service Support shall be provided by HeartCloud, Inc. on a time and materials basis. The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime (scheduled at least 48 hours in advance) for system maintenance as well as any downtime resulting from outages of third party connections or utilities or other reason beyond HeartCloud, Inc.'s reasonable control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving HeartCloud, Inc. personnel), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within HeartCloud, Inc.'s possession or reasonable control, and denial of service attacks).

Error Response Times:

An “Error” means an error in the Software which precludes use or otherwise precludes access

to significant functionality for which Customer has been granted access under the terms of this Agreement. For each Error reported by Customer, HeartCloud, Inc. shall

(i) assign a priority level to such Error in its discretion in accordance with the table below, and (ii) respond to Customer and provide status updates in accordance with the time periods set forth in the table below. Due to the dynamic nature of various information technologies and types of data security incidents, the figures represented in the table below represent a reasonable determination based upon the technological



experience of HeartCloud, Inc. Facilitating Customer's satisfaction in the use of the Software under this contract shall be rendered in good faith and in a timely manner responsive to questions and concerns that may arise from Customer's staff, contractors, or authorized representatives. Standard business hours are defined as 8:00 AM - 5:00 PM on weekdays (weekends excluded) in the Customer's time zone within the continental United States.

DESCRIPTION	Guaranteed Response Time	Estimated Resolution Time
Priority Level 1: HCHP are completely unavailable or performance is degraded so as to render HCHP unusable.	1 hour within standard business hours	Within 12 hours
Priority Level 2: Significant functionality of HCHP is unusable and results in limited functionality that affects a large number of users.	2 hours	Within 24 hours
Priority Level 3: A loss of a function or resource of HCHP that does not materially affect Services functionality.	Next business day	Next bug fix or production release, if applicable
Priority Level 4: All other problems with HCHP other than those that fall within the categories listed above.	2 business days	To be determined on a case-by-case basis

Service Credits

If (i) the Service is unavailable to Customer due to defects with the Service beyond the Service Availability metric, or (ii) HeartCloud, Inc. fails to respond to a Customer Error report within the allotted time frame, then, as Customer's sole and exclusive remedy (and HeartCloud, Inc.'s sole liability), (a) for each full hour in a month that the Service is unavailable beyond the Service Availability metric and (b) for each such response failure, HeartCloud, Inc. will credit Customer with one (1) day of free access to the Service. Such credits may not be redeemed for cash (but shall be applied upon Customer's request against any amounts due from Customer hereunder) and shall not be cumulative beyond a total of one (1) free month of access to HCHP. Further,



HeartCloud, Inc. will not grant a credit for any period in which Customer received any Services free of charge. HeartCloud, Inc.'s blocking of data communications in accordance with its Terms of Service and Privacy Policy policies shall not be deemed to be a failure of HeartCloud, Inc. to provide adequate service levels under this Agreement.

In order to receive service credits, Customer must notify HeartCloud, Inc. in writing within seventy-two (72) hours from the time of downtime or response failure (as applicable), and failure to provide such notice will forfeit the right to receive downtime credit.