

# YOTTAMARK SERVICE LEVEL AGREEMENT

Version 1.0 / October 2007

The following SLA Terms and Conditions apply only to Customers or Resellers agreeing to a minimum service period of one year or more for YottaMark's Services (as defined below), and only for Services rendered during such period and where Customer's account with YottaMark is in good standing. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy for non-performance under this Agreement. All capitalized terms are as defined in either the applicable YottaMark Customer License Agreement or YottaMark Reseller Agreement.

## 1. Service Quality

### 1.1. 99.5% Service Availability Guarantee

Service Availability Guarantee Scope: YottaMark's Service Availability Guarantee is to have the online services associated with the following functions ("Services") available 99.5% of the time:

Request and Receive Codes.

Attribute data with and to Purchased Codes.

Perform Basic Code Administration.

Receive Basic Reports

Authenticate Purchased Codes.

Scheduled Maintenance Scope: Scheduled Maintenance shall mean any maintenance of the YottaMark network (a) of which Customer shall be notified a minimum of 24 hours in advance, and (b) that is performed during a standard maintenance window on weekends or evenings. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by YottaMark (telephone, e-mail, or fax).

Service Availability Guarantee Process: At Customer's request, YottaMark will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the YottaMark network was not available to Customer, and includes unavailability due to any maintenance to the YottaMark network other than Scheduled Maintenance. Outages will be counted as "Network Unavailability" only if YottaMark notifies Customer of an outage in accordance with the Outage Reporting Guarantee set forth below, or if Customer opens a support ticket with YottaMark technical support within five (5) days of the outage. Network Unavailability will not include Scheduled Maintenance or any unavailability resulting from (a) Customer's applications, equipment, or facilities, (b) acts of omissions of Customer, or any use or user of the service authorized by Customer, or (c) reasons of Force Majeure. For the purpose of this SLA, Force Majeure shall mean a delay in performance due to fire, flood, earthquake, acts of God, explosion, casualty of war, labor dispute, inability to obtain delivery of parts, failure of supplies of electrical power, violence, any governmental law, order, regulation or ordinance, or any other act or condition beyond YottaMark's reasonable control.

Service Availability Remedy: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited for the pro-rated charges for one day of any YottaMark monthly fee that a Service Availability Guarantee has not been met. Should a Service remain unavailable for a consecutive period longer than 72 hours, or the Services "average" availability should drop under 95%, Customer shall have the right to terminate the agreements for said Services without penalty.

## 2. Customer Care Quality

### 2.1. Outage Reporting Guarantee

Outage Reporting Guarantee Scope: YottaMark Outage Reporting Guarantee is to notify Customer within 15 minutes after YottaMark's determination that Customer's service is unavailable. YottaMark's standard procedure is to ping Customer's Landing Page. If Customer's Landing Page does not respond after two consecutive ping cycles, YottaMark will deem the service unavailable, and will contact Customer's designated point of contact by a method elected by YottaMark (telephone, e-mail, or fax).

Outage Reporting Guarantee Process: Customer is solely responsible for providing YottaMark with accurate and current contact information for Customer's designated points of contact. YottaMark will be relieved of its obligations under this Outage Reporting Guarantee if YottaMark's contact information for Customer is out of date or inaccurate due to Customer's action or omission, or if YottaMark's failure is due to reasons of Force Majeure.

Outage Reporting Guarantee Remedy: If YottaMark fails to meet the Outage Reporting Guarantee, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the YottaMark monthly fee for the Service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day YottaMark failed to meet the Outage Reporting Guarantee.

## 3. General Provisions

YottaMark reserves the right to amend this SLA from time to time effective upon notice to Customer; provided, that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate the service agreement without penalty by providing YottaMark written notice of termination during the 30 days following notice of such amendment. This SLA sets forth Customer's sole remedies for any claim relating to the Services or the YottaMark network, including any failure to meet any guarantee set forth in this SLA. YottaMark's records and data shall be the basis for all SLA calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in any calendar month under this SLA shall not exceed the monthly fee and/or set-up charge which, absent the credit, would have been charged for YottaMark Services that month.