

PERSISTENT DATA NETWORK SERVICE LEVEL AGREEMENT

This Service Level Agreement describes the terms and conditions with which ProSoft Technology (“ProSoft”) offers you, a registered user (“Customer”), access to the Persistent Data Network feature. The Terms and Conditions of Service, and all policies posted on our ProSoft.io domain apply unless specifically stated herein.

- **Definitions.**
 - “Downtime” means the amount of time ProSoft Connect is unavailable to Customer due to ProSoft’s scheduled maintenance or failure of the Persistent Data Network connectivity.
 - “Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
 - “Subscription Term” means the number of years purchased by the Customer for access to the Persistent Data Network.
 - “Service Credit” means the number of days that ProSoft will add to the duration of the Subscription Term at no charge to Customer. One Service credit equals two calendar weeks (14 calendar days).
- **Service Term and Payment of Fees.**
 - Purchase of 1, 2 or 3 year Subscriptions are available through an Authorized ProSoft Distributor.
 - Activation is available on ProSoft Connect website after the order is invoiced and Customer acceptance of these terms.
 - This Agreement will be effective from activation in ProSoft Connect until the expiration of the Subscription Term, unless earlier terminated as per Terms and Conditions of Sale (<https://www.prosoft.io/webclient/security/#terms>).
- **Service Level Warranty.**
 - During the Term, the ProSoft Connect will be operational and available to Customer at least 99% of the time in any calendar month.
- **Credit Service Claims.**
 - If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, the Customer will be automatically notified via email and the earned Service Credit will automatically be applied to the Subscription Term.
 - One Service Credit will be earned for each 7 cumulative hours Downtime lost in a calendar month. Service Credit may not be exchanged for, or converted into, monetary amounts.
- **Regional Technical Support.**
 - ProSoft shall use commercially reasonable efforts to resolve each significant issue, provide a specific action plan and an estimate of how long it will take for the issue to be resolved.
 - Available 24 hours a day, 7 days a week, and 365 days of the year at:
 - +1 661-716-5100

- <http://www.prosoft-technology.com/Service-Support/Customer-Support>
- support@prosoft-technology.com

- **Service Level Warranty Exclusions.**

- Performance issues caused by Customer or third party equipment;
- Performance issues caused by Customer violation of responsibilities or restrictions set forth in the ProSoft Connect Terms and Conditions of Service;
- Customer internet service or internet service provider is offline (cellular or wired);
- ProSoft gateway failure;
- Customer initiated firmware upgrade to ProSoft gateways;
- Strikes shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.

- **Service Level Agreement Updates**

- ProSoft reserves the right to update or otherwise change this Service Level Agreement upon 30 days' notice. Any changes to this Service Level Agreement shall be effective upon publication by way of posting such changes at <https://www.prosoft.io>.