

PRINTROVER® CLOUD™ SERVICE LEVEL COMMITMENT

FOR CLOUD SERVICES

- 1. This Service Level Commitment ("SLC") is applicable to Customer's purchase of a non-trial subscription for PrintRover Cloud under the PrintRover Cloud Subscription Services Agreement ("SSA"). It does not apply to trial subscription (whether free or paid), or beta evaluation of PrintRover Cloud.
- 2. Thinxtream commits to providing 99% uptime with respect to the Customer's Cloud Services during each calendar quarter of the Term of the SSA, excluding regularly scheduled maintenance time and downtime due to specific reasons listed herein.
- 3. Regularly scheduled maintenance time is excluded from this SLC. Maintenance time is regularly scheduled if it is communicated at least two (2) full calendar days in advance of the maintenance. Maintenance is typically scheduled to occur on Saturday/Sunday between 11:30 AM to 11:30 PM, Singapore local time. In all, regularly scheduled maintenance will take less than 15 hours per quarter.
- 4. Downtime due to natural causes and legal requirements listed below, as well as in the SSA, is excluded from this SLC:
 - a. Suspension of Cloud Services due to breach of the SSA by the Customer
 - b. Investigation of Customer's suspected violation of the SSA
 - c. Requirement by law to suspend the services
 - d. Protection of customer data/information
 - e. Attack on company's servers
 - f. Data Centers servers impacted by natural events (storms, hurricanes, earth quakes, ...)
- 5. Thinxtream in its sole discretion may take the Cloud Services down for unscheduled maintenance. Such unscheduled maintenance is included in the SLC and will be compensated as stated herein.
- 6. If the SLC stipulated herein is not met by Thinxtream and the Customer was negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), Thinxtream shall provide, as the sole and exclusive remedy, a service credit of seven (7) calendars days of additional use of the Cloud Services to the Customer's Subscription Period.
- 7. In order to receive a credit under this SLC, the Customer must request it simply by emailing Thinxtream at <u>finance@thinxtream.com</u>, within seven (7) calendar days of the end of each calendar quarter. Customers who are past due or in default with respect to any payment or any material contractual obligations to Thinxtream are not eligible for any credit under this Service Level Commitment. The service credit once approved by Thinxtream will be applied to extend the Customer's Subscription Period by seven (7) calendar days. Thinxtream shall calculate any service level downtime using its system logs and other records.
- 8. This SLC may be amended by Thinxtream in its discretion in accordance with the SSA. Notices will be provided in accordance with the SSA.