

Better Business Solutions, Inc.

API Service Level Agreement

Last Update: March 1, 2016

This **Better Business Solutions, Inc.** API Service Level Agreement (“SLA”) governs the use of the **Better Business Solutions, Inc.** API under the terms of the **Better Business Solutions, Inc.** Terms of Service (the “TOS”) between **Better Business Solutions, Inc.**, Inc. (“**Better Business Solutions, Inc.**”, “us” or “we”) and users of the **Better Business Solutions, Inc.** API (“you” or “Customer”). This SLA applies separately to each account using the **Better Business Solutions, Inc.** API. Unless otherwise provided herein, this SLA is subject to the terms of the TOS and capitalized terms will have the meaning specified in the TOS. **Better Business Solutions, Inc.** reserves the right to change the terms of this SLA in accordance with the TOS.

1. Service Commitment

Better Business Solutions, Inc. will use commercially reasonable efforts to make the **Better Business Solutions, Inc.** API available 99% of the time. In the event **Better Business Solutions, Inc.** does not meet the goal of 90% API availability in a given calendar month (“Monthly Uptime Percentage”), you will be eligible to receive a Service Credit as described below.

2. Definitions

The following capitalized terms shall be given the meaning set forth below:

2.1 “Unavailable Time” means the **Better Business Solutions, Inc.** API is not available for use according to third party performance and monitoring services contracted by **Better Business Solutions, Inc.** at its sole discretion (the “Monitoring Service”).

2.2 “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the Service Month in which the **Better Business Solutions, Inc.** API was in a state of “Unavailable Time” as identified by Monitoring Service

2.3 A “Service Credit” is a dollar credit, calculated as set forth below, that **Better Business Solutions, Inc.** may credit back to an eligible Customer account:

- For a calendar month where the Uptime Monthly Percentage, as identified by Monitoring Service, **Better Business Solutions, Inc.**, at its sole discretion after confirming the nature and accuracy of the Unavailable Time, will credit Customer’s account a percentage of that month’s billings, as defined by this table:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
<90%	10%

- Service Credit shall be issued to Customer’s **Better Business Solutions, Inc.** balance for future use only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account.

3. Credit Request and Payment Procedures

To apply for a Service Credit, the customer must submit a ticket via the Account Portal within 30 days of the month in which the Unavailable Time occurred. The ticket must include (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of the Unavailable Time for which you are requesting credit; and (iii) any applicable information that documents the claimed outage.

4. Exclusions

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the **Better Business Solutions, Inc.** API, or any other **Better Business Solutions, Inc.** API performance issues, that (i) are caused by factors outside of **Better Business Solutions, Inc.**'s reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of **Better Business Solutions, Inc.** or its direct hosting subcontractors (i.e beyond the point in the network where **Better Business Solutions, Inc.** maintains access and control over the **Better Business Solutions, Inc.** Services); (ii) result from any actions or inactions of Customer or any third party (other than **Better Business Solutions, Inc.**'s direct hosting subcontractor); (iii) result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within **Better Business Solutions, Inc.**'s direct control); or (iv) arise from **Better Business Solutions, Inc.**'s suspension and termination of Customer's right to use the **Better Business Solutions, Inc.** Services in accordance with the TOS, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available **Better Business Solutions, Inc.** features or products (collectively, the "Exclusions").

5. Sole Remedy

Service Credits shall be your sole and exclusive remedy for any unavailability or non-performance of the **Better Business Solutions, Inc.** Services or other failure by us to provide the **Better Business Solutions, Inc.** Services.