ENTERPRISE API PLATFORM-AS-A-SERVICE AGREEMENT

BY CHECKING THE BOX MARKED "ACCEPT TERMS AND CONDITIONS", YOU OR THE ENTITY OR SOA THAT YOU REPRESENT ("CUSTOMER") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS ENTERPRISE API PLATFORM-AS-A-SERVICE AGREEMENT ("AGREEMENT"). CUSTOMER'S CONTINUED USE OF THE SERVICES (AS DEFINED BELOW) PROVIDED BY SOA SOFTWARE, INC. ("SOA") SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT PROCEED WITH REGISTRATION. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. THIS AGREEMENT IS EFFECTIVE WHEN ACCEPTED BY CUSTOMER ("EFFECTIVE DATE").

1. SCOPE

1.1 Subject to the terms and conditions of this Agreement and any additional terms in the Enterprise API Platform-as-a Service Agreement Signup Addendum provided by SOA (the "Signup Addendum"), SOA will use commercially reasonable efforts to provide the Enterprise API Platform-as-a-Service (the "Services") on a seven day per week, twenty four hour per day basis in accordance with the terms of SOA's Service Level Agreement set forth below ("SLA"). To the extent SOA's performance hereunder is dependent on Customer's actions, any dates or time periods relevant to SOA's performance will be extended appropriately and equitably to reflect any delays due to Customer.

1.2 If the Signup Addendum indicates that Customer obtains the Services for EVALUATION, the following applies: SOA will use commercially reasonable efforts to provide the Services solely for Customer's internal evaluation for a limited evaluation period of thirty (30) days from the Effective Date, or, if an evaluation period is specified in the Signup Addendum, for such evaluation period (the "Evaluation Period"). The Services are provided "AS IS" without any representations or warranties whatsoever. SOA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SOA SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY OR DAMAGES RELATED TO CUSTOMER'S USE OF THE SERVICES, AND ALL USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. CUSTOMER AGREES THAT THIS LIMITATION IS A REASONABLE AND AN ESSENTIAL PART OF THE BARGAIN IN EXCHANGE FOR OBTAINING THE SERVICES FOR AN EVALUATION PERIOD. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SOA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION AND/OR LOST DATA, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE OR ACCURACY OF THE DATA GENERATED BY, AND/OR OUTPUT PRODUCED FROM THE SERVICES EVEN IF SOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. Customer is hereby notified that the Services provided may include a "time-out" mechanism that will automatically disable use of the Services at the end of the Evaluation Period. In addition, the following sections of this Agreement are NOT APPLICABLE TO YOU: 2.1; 6.1; 6.2; 6.3; 8; 9; 13.

2. USE RIGHTS; RESTRICTIONS

2.1 *Access.* Subject to Customer's compliance with the terms and conditions of this Agreement, SOA hereby agrees that Customer has the right to access and use the Services during the term of this Agreement for the business purposes of Customer only as provided herein. For clarity, the Services are hosted by SOA, and no software code for the Services will be provided to Customer hereunder.

2.2 *Restrictions.* Customer will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv)

use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party, other than end users of Customer's Site(s); or (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof. Customer will use the Services only in compliance with the rights granted hereunder and in accordance with all applicable laws, including, but not limited to, laws related to privacy (whether applicable within the United States, the European Union, or otherwise), intellectual property, consumer and child protection, obscenity, and defamation. Customer shall not make any representations, warranties, or guarantees with respect to the Services that purport to be by or on behalf of SOA, to any person or entity. In addition, Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations of the nation(s) in which the Services are offered to the public and of the United States (including but not limited to policies and laws related to privacy (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation).

2.3 *Ownership.* Except for the rights and licenses expressly granted under this Section 2, SOA retains all right, title, and interest in and to the Services (and all software, products, works, and other intellectual property created, used, or provided by SOA for the purposes of this Agreement).

3. CUSTOMER DATA

Customer Data means all electronic data entered into the Services by or on behalf of the Customer or its end users.

3.1 *Protection of Customer Data*. SOA agrees to maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data. Except to provide the Services and fulfill its obligations under this Agreement (including the provision of support and/or professional services), SOA shall not (a) modify Customer Data, or (b) disclose Customer Data except as required by law or as expressly permitted in writing by the Customer.

3.2 *Return of Customer Data*. Customer may, within thirty (30) days of the date of termination of Customer's subscription period, request the return of the Customer Data by written notice to SOA. Within a reasonable time from SOA's receipt of such request by the Customer, and Customer's payment of the applicable data return service (SOA2080) fee, SOA will make available to the Customer for download a file of Customer Data in XML format. After such thirty (30) day period, SOA shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in the Services or otherwise in SOA's possession or control.

4. PROFESSIONAL SERVICES.

4.1 *Professional Services.* If requested by the Customer and agreed to by SOA, SOA will provide the professional services described on the Signup Addendum (the "Professional Services"). The Professional Services shall be subject to the terms and conditions of this Agreement and the terms and fees ("Professional Services Fees") set forth on the Signup Addendum. If no professional services are described on the Signup Addendum, then SOA is not obligated to provide any Professional Services. In addition, the following terms and conditions apply to any Professional Services:

4.1.1. The Professional Services described on the Signup Addendum shall be the first SOW under this Agreement with respect to Professional Services. A separate SOW will be required for each additional project, assignment or task requested by Customer. Neither party shall be obligated or required to enter into or execute any additional SOWs. Each SOW shall expire upon the completion of the services under the SOW. Other than the first SOW, each subsequent SOW will become part of this Agreement by this reference when executed by authorized representatives of SOA and Customer and shall include: (a) a detailed description of SOA's and Customer's respective responsibilities; (b) an estimated performance schedule including milestones, if applicable; (c) the Deliverables, if any, to be provided to Customer; and (d) pricing and payment terms. A SOW may only be amended or modified by a written document signed by authorized representatives of SOA and Customer. SOA will retain the sole and exclusive right to control or direct the manner or means by which the Professional Services are performed and may subcontract any or all of the Professional Services. "Deliverable(s)" means the specific software and/or other tangible work product provided to Customer by SOA pursuant to a SOW. The definition of "Deliverable(s)" specifically

excludes the Services.

4.1.2. *Data and Information*. Customer shall make available in a timely manner at no charge to SOA all technical data, computer facilities, programs, files, documentation or other information and resources reasonably required by SOA for the performance of the Professional Services. Customer reasonably will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.

4.1.3. *Contact Person*. Each party will appoint, in writing, an employee or agent of such party to act as the "Contact Person" for all communication between the parties related to the Professional Services.   The Contact Person will be responsible for monitoring the status of the Professional Services and will schedule regular meetings with both technical and management personnel of each party to review the status of the Professional Services.

4.1.4. *Deliverables*. SOA grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely in connection with Customer's authorized use of the Services. SOA shall retain exclusive ownership of all intellectual property rights in and to the Deliverables.

4.1.5. *Exclusions*. The fees stated in the Signup Addendum for the Services do not include any "on-premise" (non-PaaS) set up or configuration at the Customer's premises or premises designated by the Customer. Any such on-premise work is outside the scope of SOA's set-up services and shall be the Customer's responsibility.

5. PAYMENT OF FEES

Customer will pay SOA the Services Fees as set forth in the Signup Addendum (the "Services Fees") and any applicable Professional Services Fees set forth in the Signup Addendum or on a separate SOW (together, "Fees"). Unless otherwise specified in the Signup Addendum, Customer shall pay all invoices issued under this Agreement in U.S. dollars within thirty (30) days from date of invoice. SOA reserves the right to change the Fees and to institute new charges and Fees at the end of each twelve-month subscription period, upon sixty (60) days prior written notice to Customer (which may be sent by email). Unless otherwise set in the Signup Addendum, all Fees will be invoiced in advance.   For any Services for which fees are billed in arrears, SOA will invoice Customer following completion of the Services. Unpaid past due invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Services other than taxes based on SOA's net income. If Customer believes that SOA has billed Customer incorrectly, Customer must notify SOA thereof (in writing) no later than sixty (60) days after the date of the invoice, otherwise the amount invoice shall be conclusively deemed correct by the parties. Except in the limited circumstances described in the SLA or as otherwise stated in this Agreement, all Fees paid are non-refundable and not subject to set-off.

6. TERM; TERMINATION

6.1 *Term of Agreement.* Subject to earlier termination as provided below, this Agreement shall commence on the Effective Date and continue until Customer's subscription period has expired or been terminated.

6.2 *Term of Subscription Period*. The subscription period shall commence upon completion of the Enterprise API Platform Setup as set forth in the Signup Addendum and unless otherwise stated in the signup Addendum continue for a period of twelve (12) months ("Initial Subscription Period"). The subscription period shall automatically renew for additional twelve-month subscription periods after the Initial Subscription Period, unless otherwise stated in the Signup Addendum or either party requests termination in writing at least thirty (30) days prior to the end of the then-current subscription period.

6.3 *Termination.* In addition to the Customer's termination rights set forth in the SLA, either party shall have the right to terminate this Agreement and the licenses granted herein if: (i) the other party fails to comply with any of the material terms and conditions of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party, or (ii) the other party (A) terminates or suspends its business, (B) has wound up or liquidated, voluntarily or otherwise, or (C) becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

6.4 *Effect of Termination*. Upon termination of this Agreement, all rights granted herein will revert to SOA and all licenses will terminate, and Customer will make no further use of the Services. The obligations of SOA and Customer in Sections 2.2, 2.3, 5, 6.4, 7, 8, 9, 10, 11 (by its terms) and 12 (except 12.3), as well as all warranty disclaimers and all payment obligations accruing prior to termination, shall survive termination of this Agreement.

7. CONFIDENTIALITY

SOA and Customer each agree to retain in confidence all non-public information, trade secrets and know-how disclosed pursuant to this Agreement which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential (the "Confidential Information"). Notwithstanding the foregoing, the Services and Deliverables, and the results of all evaluations and testing of the Services or Deliverables by Customer, shall constitute Confidential Information of SOA without need for any marking or designation. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information: (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees). Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known; (ii) discovered or created by the receiving party without reference to the Confidential Information of the disclosing party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order. The confidentiality obligations of this Section 7 shall survive the termination of this Agreement for a period of five (5) years. Neither party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other party; provided that either party may disclose the existence of this Agreement and either party may disclose the terms of this Agreement: (i) to legal counsel of the parties; (ii) in confidence, to accountants, banks, and financing sources and their advisors solely for the purposes of a party's securing financing; (iii) in connection with the enforcement of this Agreement or rights under this Agreement; or (iv) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with such transaction.

8. LIMITED WARRANTY; DISCLAIMER

SOA shall use commercially reasonable efforts consistent with prevailing industry standards to (i) maintain the Services in a manner which minimizes errors and interruptions in the Services and in accordance with the SLA, and (ii) promptly correct all Service defects. Services may become temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by SOA or because of other causes beyond SOA's reasonable control, but SOA shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Notwithstanding anything herein to the contrary, Customer's sole remedy, and SOA's exclusive liability, for SOA's failure to provide the services in accordance with the SLA shall be as expressly set forth in the SLA. HOWEVER, SOA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS," AND SOA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

9. INDEMNIFICATION

Except to the extent SOA indemnifies Customer pursuant to any other agreement, SOA shall, at its expense, defend or settle any action against Customer to the extent based upon a claim that the Services infringe any United States copyright, trademark or trade secret and will pay such damages or costs as are finally awarded against Customer attributable to such action, provided that Customer (i) notifies SOA promptly in writing of any such action, (ii) gives SOA sole control of the defense and/or settlement of such action and (iii) gives SOA all reasonable information and assistance (at SOA's expense excluding time spent by Customer's employees or consultants) in connection with such action. Should the Services

become, or in the opinion of SOA be likely to become, the subject of such an infringement claim, SOA may, at its option (i) procure for Customer the right to use the Services free of any liability; or (ii) replace or modify, in whole or in part, the Services to make it non-infringing or (iii) remove the Services, or part thereof, and refund the aggregate Services Fees paid therefor by Customer, less an amount equal to one-third of the aggregate Services Fee for each year of use up to 100% of the Services Fees. SOA assumes no liability hereunder for any infringement arising from: (i) any method or process in which the Services may be used; (ii) any compliance with Customer's designs or specifications; (iii) use of other than the current unaltered release of the Services; or (iv) the combination, operation or use of the Services with any non-SOA software, data or hardware. THIS SECTION SETS FORTH SOA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. LIMITATION OF LIABILITY

SOA'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO SOA FOR THE SERVICES UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES. THE FOREGOING LIMITATION SHALL NOT APPLY TO SOA'S REFUND OBLIGATIONS SPECIFIED IN SECTION 9 ABOVE. CUSTOMER FURTHER AGREES THAT NEITHER SOA, NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, ANY LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL SOA, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL SOA BE LIABLE FOR ANY REPRESENTATIONS OR WARRANTIES MADE BY CUSTOMER TO ANY OF CUSTOMER'S END USERS.

11. NON-SOLICITATION

Until one (1) year after termination of this Agreement, Customer will not encourage or solicit any employee or consultant of SOA to leave SOA for any reason.

12. MISCELLANEOUS

12.1 *Assignment*. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary or by operation of law, without the prior written consent of SOA. SOA may assign or transfer this agreement to any successor by way of merger, acquisition or sale of all or substantially all of the assets relating to this agreement. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

12.2 *Entire Agreement; Modification*. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. Customer agrees that it has not entered in this Agreement based on any representations other than those contained herein. This Agreement shall not be modified or amended except by written agreement of the parties.   No terms, provisions or conditions of any purchase order, invoice or other business form or written authorization used by either party will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of either party to object to such terms, provisions, or conditions.   Specifically, no terms, provisions or conditions of any purchase order (including without limitation Customer's own or form purchase order, if applicable), invoice or other business form or written authorization used by either party will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement or the Signup Addendum, regardless of any failure of either party to object to such terms, provisions, or conditions.

Notwithstanding, the parties agree that if Customer and SOA have entered into a written Enterprise API Platform-as-a-Service agreement covering the Services and signed by both parties, such written agreement shall supersede this Agreement and that the written agreement, not this Agreement, shall govern the terms and conditions of Customer's use of the Services as of the effective date of such agreement.

12.3 *Marketing*. Customer agrees that SOA may refer to Customer by trade name and logo, and may briefly describe Customer's business in SOA's marketing materials and web site. SOA and Customer may, upon the parties' mutual agreement, issue a joint press release to announce the relationship of the parties hereunder. Neither party will issue any separate press release related to this Agreement without obtaining the other party's prior approval, which shall not be unreasonably withheld.

12.4 *Force Majeure*. Except for Customer's payment obligations, neither party shall be responsible for any delays or inability to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of such party ("Force Majeure").

12.5 *Governing Law; Venue*. This Agreement shall in all respects be governed by the laws of the State of California without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Los Angeles County, California. Each party hereby irrevocably consents to the personal and exclusive jurisdiction and venue of these courts.

12.6 *Severability*. If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

12.7 *Waiver*. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

12.8 *Notices*. All notices required or permitted under this Agreement will be in writing and will be deemed received when (a) delivered personally; (b) when sent by confirmed telex or facsimile (followed by the actual document in air mail/air courier); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

12.9 *Export Control*. Customer acknowledges and agrees that the Services may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Customer agrees that it will not export or re-export either the Services or any directly related materials to or into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

12.10   *U.S. Government Restricted Rights*. The Services is a commercial product, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Services, or any part thereof, including technical data, by the Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

12.11   *Independent Contractors*. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

13. SERVICE LEVEL AGREEMENT

13.1 *General.*

13.1.1. SOA shall provide appropriate access addressing and an active link between the Internet and the Services of a quality usual and customary in the industry for similar use. SOA shall use its best efforts to ensure that the Services are available to Customer at all times. Without limiting the generality of the

foregoing, SOA shall ensure that the Services are available 99.8% of the time as described herein.

13.1.2. If the Services availability falls below 99.8% for three (3) consecutive Reporting Periods, Customer shall have the right to terminate this Agreement in conjunction with the Term and Termination section of this Agreement. A Reporting Period is a calendar month.   Such right of termination must be exercised within forty-five (45) calendar days of the end of such three (3) consecutive Reporting Periods or Customer shall be deemed to have waived its termination right with respect to that particular three (3) consecutive reporting periods. In the case of termination, all pre-paid Service Fees will be refunded to Customer within ten (10) business days.

13.2 *Calculation of Service Availability*

13.2.1. Service availability = (total hours in Reporting Period – unscheduled maintenance – Severity 1 issue duration (as defined below) – Severity 2 issue duration (as defined below) – Severity 3 issue duration (as defined below) – Excluded)/(total hours in Reporting Period – scheduled maintenance – Excluded)

13.2.2. "Excluded" means the following: (i) Force Majeure; (ii) any problems resulting from Customer combining or merging the Service with any hardware or software not supplied by SOA or not identified by SOA in writing as compatible with the Service; (iii) interruptions or delays in providing the Service resulting from telecommunication or Internet service provider failures outside of SOA's datacenter; (iv) any interruption or unavailability resulting from Customer's use of the Service in an unauthorized or unlawful manner; (v) any problems resulting from Customer's or any third party's acts, errors or omissions or any system not provided by SOA; and any scheduled maintenance.

13.3 *Customer Data Retention*

13.3.1. Customer Data Retention – SOA will retain Transaction Data (Customer Data resulting from the collection of metrics and message logs during API traffic monitoring) according to the schedule described below:

13.3.2. Message Logs – SOA will retain any captured transaction logs and recorded messages up to the lesser of: i) 25% of one month of the Customer's amount of purchased bandwidth allocation or ii) one month's worth of data.

13.3.1. Metrics – SOA will retain rolled-up metric data for one year. The last two hours of data will be available in 5 second increments, after two hours this data is rolled up and is available in 15 minute, one hour, and one day increments for one year.

13.4 *Prioritization of Errors.*

13.4.1. Upon notification by Customer of an Error in connection with Services, SOA will respond according to the prioritization set forth herein. "Error" means any verifiable and reproducible mistake, problem or defect that causes either an incorrect or incomplete functioning of the Services and such mistake, problem or defect renders the Services inoperable or causes incorrect results or functions to occur.

13.4.2. If response times are not met on Severity 1, Severity 2, and Severity 3 issues, as defined in this Section 13, shows a pattern of failure to meet the Service Level Agreement, then Customer can terminate this Agreement in accordance with Section 6 (Term; Termination) of this Agreement.

13.4.3. Customer and SOA agree to work together to resolve issues related to meeting response times.

13.4.4. SOA will provide Customer with telephone consultation to assist in the utilization and problem resolution of the Services and related services. Such consultation shall be available 24/7. "24/7" means twenty-four (24) hours per day, seven (7) days per week.

13.5 *Maintenance; Notification.*

13.5.1. SOA will give three (3) business days' notice for scheduled downtime to Customer.

13.5.2. Scheduled Maintenance

(a) There will be a weekly scheduled maintenance period every Saturday between 12:00AM ET to 5:00AM ET to perform system maintenance, backup, and upgrade functions for the Service. In most cases weekly

scheduled maintenance activities do not require the Service to be offline. SOA will make commercially reasonable efforts to minimize any Service disruption during the weekly scheduled maintenance period.

(b) If scheduled maintenance is required outside of the weekly scheduled maintenance period described above, such as for major Service upgrades, SOA will notify Customer at least five (5) business days in advance of the scheduled maintenance. Any expected Service disruption associated with the scheduled maintenance will be outlined in the notification and SOA will make commercially reasonable efforts to minimize any Service disruption.

13.5.3. Unscheduled Maintenance

(a) Unscheduled maintenance refers to emergency service procedures required to maintain the availability of the Service or that requires interruption to the Service to complete. All scheduled and unscheduled maintenance notifications will be logged and communicated via email to Customer.

13.5.4. SOA will inform Customer of any attempt to undermine the security or integrity of the system or network, attempts to disrupt SOA's Services, or attempts to gain unauthorized access.

13.6 *Issue Severity and Response Times.*

13.6.1. Upon notification by Customer of an Error in association with the Services, SOA will respond with the level of effort commensurate with the severity of the Error.

13.6.2. Customer agrees to report issues promptly and collaborate with SOA to assign the severity level.

13.7 Service Support Response Times for Severity Levels

- Severity 1: means Service outage or down, severe business impact.

- Severity 2: means critical component of the Service is unavailable or not functioning as designed.

- Severity 3: means extreme slowness or Service functionality working intermittently.

- Severity 4: means Service is working but functionality, or performance, or both are impaired.

- Severity 5: means general question and Service support. All SOA production systems and networks are working correctly. Problems encountered are on Customer's end or are user education related.

Severity	Response*	Updates	Resolution*
Severity 1	Within 1 hour, 24/7	Every 2 hours via email, the site maintenance or login page, 24/7	Within 8 hours, 24/7
Severity 2	Within 1 hour, 24/7	Every 4 hours via email, the site maintenance or login page, 24/7	Within 72 hours, 24/7
Severity 3	Within 1 Business Hour	Weekly update from Service Representative	SOA will use commercially reasonable continuous efforts to provide interim resolutions.
Severity 4	Within 2 Business Hours	No updates provided	SOA will use commercially reasonable continuous efforts to provide interim resolutions.
Severity 5	Within 2 Business	No updates provided	NA

	Hours		

    *The Response and Resolution times are measured from when Customer notifies SOA Service support, either by telephone or email, about a performance problem with the Service.

READ THIS CONTRACT CAREFULLY. BY CHECKING THE BOX MARKED "ACCEPT TERMS AND CONDITIONS AND/OR USING ANY SERVICES YOU ARE AGREEING TO ENTER INTO THIS AGREEMENT IN AN ONLINE ELECTRONIC FORMAT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.