

**EXHIBIT A**  
**Service Level Agreement (SLA) for**  
**CloudCasa Paid Service**

**Applicability**

This Service Level Agreement (SLA) applies to the paid tier of CloudCasa Cloud Services (“Cloud Services”), where Cloud Services has the meaning set forth in the CloudCasa Master Service Agreement to which this SLA is attached. No SLA applies to or is available for the free tier of CloudCasa Cloud Services.

**Cloud Services Availability**

The Cloud Services will be available 99.9% of the time, measured on a calendar-monthly basis, subject to the exclusions noted below.

**Exclusions** The calculation of Uptime specifically excludes any downtime due to the exclusions listed below.

**Scheduled Maintenance, Repair or Upgrade (“Scheduled Maintenance”):** As with all cloud-based services, Scheduled Maintenance will be required from time to time. When such Scheduled Maintenance is required, Catalogic Software, Inc. (“Catalogic”) will notify Customer at least seven (7) days in advance, unless such notice is not possible, in which case, Catalogic will provide as much notice as is commercially and reasonably possible.

**Unscheduled Maintenance, Repair or Upgrade (“Unscheduled Maintenance”):** Unscheduled Maintenance may be required to address issues that are critical for performance of the Cloud Services or otherwise critical for Customer(s). When Unscheduled Maintenance is performed, Catalogic will make commercially reasonable efforts to notify Customer prior to the Unscheduled Maintenance.

**Other Exclusions:** (1) third-party attacks, intrusions, distributed denial of service attacks, cyberwarfare, cyberterrorism, state sponsored cyber-attacks or force majeure events, including without limitation those affecting Customer’s site, links between Customer’s site and data centers used by the Cloud Services, and the third-party cloud services relied upon to provide the Cloud Services; (2) any problems, issues or failures resulting from Customer combining or merging the Cloud Services with any hardware, software, applications, or other components not supplied by Catalogic or not identified by Catalogic in writing as compatible with the Cloud Services; (3) any problems, issues or failures in providing the Cloud Services in any way attributable to telecommunications or Internet service providers; (4) any problems, issues or failures resulting from Customer’s use of the Cloud Services in an unauthorized or unlawful

manner; (5) any problems, issues or failures resulting from the Customer's misuse, improper use, alteration, or damage to the Cloud Services; (6) any other conditions disrupting or interfering with Customer's ability to access the Cloud Services that are not directly attributable to Catalogic Software, Inc., or its agents; or (7) any problems, issues or failures due to Customer's acts or omissions in violation of the terms of this SLA or the Agreement of which it is a part.

**Remedy in the Event of Uptime Failure**

In the event of an Uptime failure, and upon request from Customer, Catalogic will use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the Uptime failure. It is understood that in most instances, this remedy will address an unexpected Uptime failure and satisfy all parties.

Customer may, however, request a Service Credit according to the chart and terms set forth below. Service Credits in any calendar month period are not cumulative. Catalogic must approve any requested Service Credit but shall not unreasonably withhold approval upon validating any claim for Service Credits. Service Credits are not available for channel partners or for Customer if Customer's use of the Cloud Service during the time of the Uptime failure is free of charge.

<b>Cloud Service Availability</b>	<b>Credit</b>
Less than 99.9%	5% of fees attributable to one month of service
Less than 99%	10% of fees attributable to one month of service

**Request for Service Credit**

A valid Customer request for a Service Credit under this SLA may only be made on a calendar-monthly basis and must be submitted within ten (10) days after the end of the relevant calendar month or shall be deemed to have been waived by the Customer. A valid request must include all information necessary for Catalogic to validate such claim, including: (1) a detailed description of the incident; (2) information regarding the time and duration of the downtime; and (3) a description of the attempts to resolve the incident. For those periods at the end of a Term that do not coincide with the end of a calendar month, Customer must make a valid claim for a credit within ten (10) days after the expiration of the Term or the claim for credit shall be considered waived by the Customer.

The right to a Service Credit under the terms and conditions set forth in this SLA shall be the sole and exclusive remedy available to Customer in the event of unavailability of the Cloud Services. Unless the Cloud Services availability as defined above, and subject to the stated exclusions, falls below 90% for 3 consecutive months, in which case you are referred to the Master Customer Agreement, this shall be your exclusive remedy. Otherwise, the unavailability of Cloud Services shall not be deemed a breach by Catalogic of the Agreement to which this SLA applies.

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