

CAMPUSLOGIC SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is incorporated by reference in any executed Subscription Order Form between CampusLogic and Customer. CampusLogic will abide by this SLA in every material respect during the Term of Service of any Subscription Order Form. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions.

1. AVAILABILITY

- A. Formula. The Online Services will, subject to the exceptions listed below, be available 99% of the time during each calendar month from the Online Services Service Effective Date in Customer's production environment (referred to herein as the "Availability Commitment"). The availability of the Online Service for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Online Services are unavailable = TMU

And: $(TMM - TMU) / TMM$

- B. Limitations. For purposes of this calculation, the Online Services will be deemed to be unavailable (referred to herein as "Unavailable") only (i) if the Online Services does not respond to HTTP requests issued by CampusLogic's monitoring software, or (ii) for the duration of a Severity-1 Error as defined in the CampusLogic Customer Support Guide. Further, the Online Services will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 2 of this SLA. CampusLogic's records and data will be the basis for all SLA calculations and determinations.
- C. Requested Maintenance. Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage.
- D. Modifications. CampusLogic reserves the right to change, modify, add, or remove portions of this SLA at any time. All Modifications will be posted on the CampusLogic website and Customers will be notified of such Modifications at least 30 days prior to posting. Modifications will be deemed accepted and become effective 30 days after such notice unless Customer first gives CampusLogic written notice of rejection of the Modification. Customer's continued use of the Online Service following the effective date of a Modification will confirm Customer's consent thereto.

2. EXCEPTIONS

- A. The Online Services will not be considered to be Unavailable for any outage that results from any maintenance performed by CampusLogic (a) prior to the Service Effective Date; or (b) during CampusLogic's standard maintenance windows which occur Saturdays and Sundays between 12:01am and 6:00am Eastern Standard Time (collectively referred to herein as "Scheduled Maintenance").

- B. The Online Services will not be considered Unavailable for any outage of the Online Services due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents; (b) delays or failures due to circumstances beyond CampusLogic's reasonable control that could not be avoided by its exercise of due care; or (c) failures of Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability outside of the CampusLogic network.

3. REMEDIES

- A. Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.
 - i. If the total Availability (as calculated in Section 1 above) for a given month is less than the Availability Commitment, Customer will receive one Service Credit. In addition, each 100 minute increment by which the allowable Unavailability is exceeded, Customer will receive one-half (1/2) of a Service Credit.
 - ii. For purposes of this SLA, a Service Credit will be deemed to be an amount equal to the pro-rata fee for one (1) day of the Subscription to the affected Online Services (herein referred to as "Service Credit"). The total Service Credits for a given month will, in no event, exceed an amount equal to fifty percent (50%) of the then-current pro-rata monthly fee for the applicable Subscription to use the affected Online Services. Service Credits will be applied to extend the Term of Service of the applicable Subscription.
 - iii. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered Unavailable for purposes of this SLA) if Customer is not current in its payment obligations.
- B. Upon written request from Customer, CampusLogic shall promptly provide a report specifying the level of Unavailability and Service Credits due (if any) for the requested month. To receive Service Credits, Customer must submit such request within 90 days after the end of the month in which the Online Services were Unavailable.