

EXHIBIT A SERVICE LEVEL ADDENDUM

1. DEFINITIONS. Certain capitalized terms, not otherwise defined in this Exhibit A, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

1.1 “Availability” will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, Availability for any particular calendar month is determined as follows:

$$\text{Availability} = \frac{\text{(Total Monthly Time -- Unscheduled Downtime)}}{\text{Total Monthly Time}}$$

1.2 “Scheduled Downtime” will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Service, according to the Documentation, due to planned system maintenance performed by Interfolio. Interfolio will exercise reasonable efforts to perform scheduled system maintenance between the hours of 1:00 AM and 3:00 AM Eastern Standard Time. Interfolio may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times.

1.3 “Total Monthly Time” is deemed to include all minutes in the relevant calendar month, to the extent such minutes are included within the Access Term.

1.4 “Unscheduled Downtime” will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Service according to the Documentation, other than Scheduled Downtime, as defined above.

2. PERFORMANCE. Interfolio will undertake commercially reasonable measures to ensure that Availability equals or exceeds ninety-nine percent and one half percent (99.5%) during each calendar month (the “**Service Standard**”), provided that any Unscheduled Downtime occurring as a result of circumstances beyond Interfolio’s reasonable control including (i) Customer’s breach of any provision of the Agreement; (ii) non-compliance by Customer with any provision of this Exhibit A; (iii) incompatibility of Customer’s equipment or software with the Service; (iv) poor or inadequate performance of Customer’s systems; (v) Customer’s equipment failures; (vi) acts or omissions of Interfolio’s suppliers; or (vii) force majeure (as contemplated in the Agreement), shall not be considered toward any reduction in Availability measurements. Customer may report Unscheduled Downtime by calling 877-77-FOLIO (877-773-6546) or (202) 503-1311 or by email at help@interfolio.com during Interfolio’s normal business hours (9 am to 5 pm EST). Interfolio will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime by telephone or email acknowledgement within one (1) business day of each such report.

3. MEASUREMENT AND REPORTS. Interfolio will provide for monitoring of Availability on an ongoing basis. All measurements of Availability will be calculated on a monthly basis for each calendar month during the Access Term. In the event Unscheduled Downtime occurs, Interfolio will provide a report setting forth measurements thereof and a calculation of Availability within a reasonable time thereafter. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Interfolio in writing within five (5) calendar days after receipt thereof, provided that the

accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Interfolio and Customer agree to attempt to settle any such disputes regarding Availability and/or related measurements in a timely manner by mutual good faith discussions.

4. CUSTOMER REQUIREMENTS. Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services needed to access the Service; and (ii) correctly configuring Customer's systems in accordance with the Documentation. Customer must promptly notify Interfolio in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Interfolio receives accurate notification thereof from Customer, or when Interfolio first becomes aware of such Unscheduled Downtime, whichever first occurs. The obligations of Interfolio set forth in this Exhibit A will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure(s) to meet the foregoing requirements.

5. REMEDIES. In the event Unscheduled Downtime occurs, Interfolio will undertake commercially reasonable efforts to remedy such Unscheduled Downtime within a commercially reasonable timeframe. Customer's sole and exclusive remedy, and Interfolio's sole and exclusive liability, for Interfolio's breach of this Exhibit A will be the following credits:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous Unscheduled Downtime	1 day of fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous Unscheduled Downtime	2 days of fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous Unscheduled Downtime	5 days of fees credited (i.e., 1/6* monthly fees)

* Each block of 96 hours of continuous Unscheduled Downtime thereafter shall be credited 5 days of service fees.

* All Service Credits shall be applied to the next month's fees.

Interfolio Service Level Terms 2017