



SERVICE LEVEL POLICY

1. Definitions. The following terms shall have the corresponding meanings:

1.1 “**Agreement**” means the Master Services Agreement entered into by the parties that references this SLP.

1.2 “**Base Time**” means the total number of minutes in the applicable calendar month.

1.3 “**Client**” means the individual or entity specified as the “Client” in the Order Form.

1.4 “**Downtime**” means the total number of minutes in the applicable calendar month that the Website Deliverable is unavailable to Client and has no external connectivity, subject to Section 5 below.

1.5 “**Monthly Uptime Percentage**” means the result of the following calculation, rounded to the nearest hundredth of a percent:

$$((\text{Base Time} - \text{Downtime}) / \text{Base Time}) \times 100$$

1.6 “**Order Form**” means the Order Form signed by an authorized representative of each party that references the Agreement.

1.7 “**SLP**” means this Service Level Policy, as amended or restated from time to time.

1.8 “**SLP Credit**” means a monetary credit in U.S. dollars that may be credited to Client’s future invoices for the portion of the Website Deliverable affected by the Downtime, subject to this SLP.

1.9 “**TravelNet**” means Travelnet Solutions Inc., a Minnesota corporation, its successors and assigns.

1.10 “**Website Deliverable**” means a website that is created or developed specifically for Client as part of the Services (as defined in the Agreement) and defined as a “Deliverable” in the Order Form.

2. Uptime SLP. TravelNet shall use commercially reasonable efforts to cause the Monthly Uptime Percentage to be at least Ninety-Nine and Ninety-Five-Hundredths Percent (99.95%) in each calendar month. The SLP Credits described below are Client's sole and exclusive remedy for unavailability of the Website Deliverable and TravelNet's failure to meet such Monthly Uptime Percentage.

3. Services Credits. In the event that the Monthly Uptime Percentage falls below Ninety-Nine and Ninety-Five-Hundredths Percent (99.95%) during a calendar month, Client may be entitled to an SLP Credit, subject to this SLP. An SLP Credit shall only be applied to Client's future invoices for the portion of the Website Deliverable that is directly affected by the Downtime and cannot be applied or transferred to any other software, products, services, charges, expenses or invoices. Service Credits cannot be exchanged or converted to monetary compensation or a refund. The applicable SLP Credits are set forth in the below table and are expressed as a percentage of TravelNet's monthly recurring fees (prorated accordingly and excluding one-time fees) for the portion of the Website Deliverable that is directly affected by the Downtime.

Monthly Uptime Percentage	SLP Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10.0%
Less than 99.0%	30.0%

4. Service Credit Request. Client must request all SLP Credits in writing provided to TravelNet in accordance with the terms of the Agreement for written notifications. Each such written request must contain, at a minimum, the following: (i) date and time of the alleged Downtime incident, (ii) the affected portion of the Website Deliverable, (iii) copies of all request logs or other documentation that support such alleged Downtime, and (iv) any other information reasonably requested by TravelNet in its verification process. Upon TravelNet's verification of the Monthly Uptime Percentage, Client shall receive the applicable SLP Credit, if any, on Client's next invoice for the affected Website Deliverable after such verification is complete. Client's failure to properly make a Service Credit Request within thirty (30) days of the end of the calendar month containing the alleged Downtime incident shall waive Client's right to pursue an SLP Credit for the corresponding Downtime incident.

5. Exclusions. Downtime shall not include any unavailability, suspension, outage, delay or other performance issues arising from (i) Client's or a third party's hardware, services, software, products, network or operating systems, including, without limitation Third Party Products (as defined in the Agreement), (ii) suspension or termination of Client's right to access and use the Website Deliverable in accordance with the terms of the Agreement, (iii) the acts or omissions of Client or any third party, including, without limitation, unauthorized use of the Website Deliverable, breach of the Agreement or any use or configuration of the Website Deliverable that exceeds TravelNet's recommendations, (iv) maintenance, including, without limitation, scheduled maintenance and emergency maintenance, (v) access requirements for the Website Deliverable and all hardware, software, electrical or other physical requirements for use of the Website Deliverable, including, without limitation, telecommunications and internet service provider access, connections, links, web browsers or other equipment, programs and services required to use the Website Deliverable, (vi) Trials (as defined in the Agreement) or other free trials or beta services, and/or (vii) acts beyond the reasonable control of TravelNet including, but not limited to, events described in Section 23 of the Agreement.

6. SLP Updates. Notwithstanding the terms of the Agreement, TravelNet reserves the right to change the terms and conditions of this SLP without Client's approval and effective upon posting an updated version at www.TNSInc.com/SLP, including, without limitation, in the event there is any change or reasonable likelihood of change in any policy, documentation or agreement between TravelNet and its vendors or suppliers related to the Website Deliverable.