

SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the operational standards, support, and response standards provided by B2W Software, ("B2W") to its Customers for whom B2W is hosting its software application (the "Service") under the B2W Software Hosting Services Agreement (the "Service Agreement"). B2W may modify this Service Level Agreement upon thirty (30) days' prior written notice.

A1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

A1.1 Availability. Except for the scheduled maintenance periods set forth in Section A1.2, the Service is available for online processing 24 hours a day, 7 days a week.

A1.2 Scheduled Maintenance. If necessary, B2W may take the Service offline for maintenance during the following times:

- WEEKLY MAINTENANCE: Monday – Friday from 21:00 ET (night before) – 07:00 ET
- WEEKEND MAINTENANCE: Friday 21:00 ET – Monday 07:00 ET

A1.3 Unscheduled Maintenance. If the Service becomes unavailable and requires unscheduled maintenance, B2W shall attempt to post a notice of the unscheduled maintenance on the web pages available to Customer.

A2. SUPPORT

B2W support for the Service will be available Monday – Friday 7:30 am to 6:00 pm Eastern Time, excluding U.S. federal holidays.

A3. RESPONSE STANDARDS

A3.1 Support Response Times. B2W will respond to requests for support as provided below:

<u>Severity Level</u>	<u>Initial Response Time</u>	<u>Support Obligation</u>
Severity 1 (The service is inaccessible and/or inoperable)	Within 4 hours (during business hours) of initial notification by Customer to initiate problem determination	Continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved
Severity 2 (Significant problems that degrade the quality of the service)	Within 1 business day of initial notification by Customer to initiate problem determination	Reasonable efforts to correct the reported problem
Severity 3 (Problems that minimally affect the use of a non-critical portion of service or are cosmetic in nature)	Within 5 business days of initial notification by Customer to initiate problem determination	Reasonable efforts to correct the reported problem as appropriate

A3.2 Limitations. Except as set forth in this Agreement, the support services do not include: (i) visits to Customer's site or (ii) any services for any third party equipment or software. In addition, B2W has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by B2W.

A3.3 Uptime. B2W will maintain the availability of the Service at least 99% of time during each month (as determined on a monthly average), excluding (i) B2W's scheduled maintenance periods set forth in Section A1.2 of this Service Level Agreement, (ii) any Service unavailability because of Customer's software, hardware, or network connectivity, (iii) any disruption of third-party services reasonably necessary for B2W to fully provide the Services; and (iv) any Internet outages.

A3.4 Credits. Customer's sole and exclusive remedy associated with B2W's breach of this service level warranty shall be a credit to the benefit of Customer against fees and payments due for the month following the month in which such breach occurs, not as a penalty or compensation for damages, an amount equal to fifty percent (50%) of the monthly hosting fee. Services shall be deemed to be not available if (A) the login page is generally unavailable or (B) if users can login but the majority of the material functionality of the Service is not functioning for all users who have access to such functionality.

All service level claims should be communicated to B2W within seven (7) days of the incident. The credit request must include all relevant information, including host name, IP address, full description of the incident, and any logs (if applicable). All service level claims will be issued as credits against future invoices for services. In order to qualify for service level claims, Customer must be current on all payment obligations, and not be in violation of the Service Agreement.

No service level credits will be given for service interruptions (i) caused by the action or failure to act by Customer or Customer's personnel, (ii) due to failure of any equipment or software provided by Customer, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event; or (v) resulting from Customer's breach of the Agreement.

Total cumulative service level credits during any given month shall not exceed Customer's monthly fee for those Services affected.
