BQE Software Online Service Level Agreement ("SLA")

BQE Software provides this SLA subject to the terms and conditions below, which will be fixed for the duration of the initial term of the Service subscription. If a Service subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the current SLA for the Service by visiting http:/www.bqe.com.

A. Monthly Service Level

1. The Service Level is 99.9%.

2. The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =

(Total minutes in a month – Total minutes of downtime for month) / Total minutes in a month

B. Service Credits

1. Should the Service Level fall below 99.9% for a given month, BQE Software will provide a Service Credit as noted in the chart below:

Uptime Percentage	Service Credit*
Less than 95%	100%
> 94.99% and < 97%	50%
> 96.99% and < 99%	25%
> 98.99 and < 99.9%	10%

*Service Credit will be issued against the applicable month's Subscription Fee paid by the Customer for the Service.

2. A Service Credit is Customer's sole and exclusive remedy for any violation of this SLA.

3. A Service Credit awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly Subscription Fee.

C. Claims

1. In order to make a Claim, Customers must be in compliance with policies for acceptable use of the Service found in the BQE Software Service Level Agreement.

2. Customer must submit a claim to billing support at BQE Software. Contact information is found here: http://www.bqe.com.

3. Customer must provide all reasonable details regarding the Claim including, but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.

4. Customer must provide sufficient evidence to support the Claim by the end of the month following the month in which the Incident (which is the subject of the Claim) occurs (for example, if Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).

5. BQE Software will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

6. BQE Software will use commercially reasonable efforts to process Claims within 60 days.

D. Exclusions

1. Downtime does not include:

   a. The period of time when the Service is not available as a result of Scheduled Downtime; or

   b. The following performance or availability issues that may affect the Service:

   i. Due to factors outside BQE Software's reasonable control;
   ii. Related to add-on features for the Service including, but not limited to, Internet Marketing or Reporting Services;
   iii. That resulted from Customer's or third party hardware, software or services;
   iv. That resulted from actions or inactions of Customer or third parties;
   v. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to BQE Software's network by means of Customer's passwords or equipment.
   vi. That were caused by Customer's use of the Service after BQE Software advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
   vii. Intermittent periods of Downtime that are ten minutes or less in duration; or
   viii. Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by BQE Software).

E. Definitions:

1. "**Agreement**" means the BQE Software Service Level Agreement that governs the Service.

2. "**Claim**" means a claim submitted by Customer to BQE Software that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

3. "**Customer**" means the person or organization that contracted for Services under the Agreement.

4. "**Downtime**" means a period of time when Customers are unable to read or write any Service data for which they have appropriate permission.

5. "**Exclusions**" means the performance or availability issues that are noted in Section D.

6. "**Incident**" means a set of circumstances resulting in an inability to meet a Service Level.

7. "**BQE Software**" means BQE Software, Inc. (or if applicable, its affiliate).

8. "**Monthly Uptime Percentage**" is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month.

9. "**Notice**" means that within five business days following an Incident, Customer must notify Customer Support of the Incident.

10. **"Service"** or **"Services"** means the BQE Software Dynamics CRM Online service provided to Customer pursuant to the Agreement.

11. "**Scheduled Downtime**" means published maintenance windows or times where BQE Software notifies Customer of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 12-hours prior to the commencement of such Downtime.

12. "**Service Credit**" means the amount credited to Customer by BQE Software for a validated Claim.

13. "**Service Level**" means the percentage of Service availability for a given month that BQE Software agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

14. "**Subscription Fee**" means the monthly amount that Customer pays BQE Software for their subscription to the Service.