

POINT PURCHASING SERVICE LEVEL COMMITMENT

Service Level Commitment

Point Systems commits to provide 99.5% uptime with respect to the Customer's Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times.

If in any calendar quarter this uptime commitment is not met by Point Systems and Customer was negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), Point Systems shall provide, as the sole and exclusive remedy, a service credit equal to one month's fee for the use of the Service.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. Point Systems hereby provides notice that every Saturday night 10:00pm - 10:20pm Pacific Time is reserved for routine scheduled maintenance for use as needed.

Point Systems in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Credit Request

In order to receive a credit under this service level commitment, Customer must request it simply by emailing Point Systems at billing@pointsystems.com, within five days of the end of the applicable quarter. If Customer submits a credit request and does not receive a prompt automated response indicating that the request was received, Customer must resubmit the request because the submission was not properly received and will not result in a credit. Customers who are past due or in default with respect to any payment or any material contractual obligations to Point Systems are not eligible for any credit under this Service Level Commitment. The service credit is valid for up to two years from the quarter for which the credit was issued. Point Systems shall calculate any service level downtime using Point Systems' system logs and other records.

Updates/Notice

This Service Level Commitment may be amended by Point Systems in its discretion but only after providing thirty days advance notice. Notices will be sufficient if provided to a user designated as an administrator of your Point Systems account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

Exclusion of Sandbox and Test Accounts

Point Systems Sandbox, Test and debugger accounts and other test environments are expressly excluded from this or any other service level commitment.