

## Service Levels

**1. Definitions.** All other defined terms will have the applicable meaning set forth in the Agreement.

- **“Downtime”** means any amount of time during a calendar quarter in which the Software is not available.
- **“Scheduled Downtime”** means Downtime during a calendar quarter period that is (a) scheduled and announced by eLumin at least twenty-four (24) hours in advance, (b) occurs outside the hours of 6AM to 9PM Monday through Friday Eastern Time, (c) does not exceed two (2) hours in any twenty-four (24)-hour period, and (iv) does not exceed four (4) hours per calendar month.
- **“Availability %”** means the time in the calendar quarter period, less Downtime, plus Scheduled Downtime, with the result expressed as a percentage of the time in the period.

$$\frac{\text{Time in Period} - \text{Downtime} + \text{Scheduled Downtime}}{\text{Time in Period}} = \text{Availability \%}$$

**2. Service Levels.** Client will use commercially reasonable efforts to notify eLumin of expected or forecasted peak activity periods. Subject to the terms of this Exhibit B, eLumin will maintain a 99.9% monthly average of Availability of the Software.

**3. Exceptions.** eLumin will not be responsible for failures to meet service levels attributable to:

- Acts or omissions of Client, its agents, employees or contractors (including, without limitation, willful misconduct, negligence, breach of contract, or infringements of third party proprietary rights);
- Client’s failure to follow the eLumin Documentation;
- Data latency or data unavailability as a result of an uncommunicated or uncoordinated change(s) in Client systems will not be factored into eLumin downtime;
- Third Party Services;
- Downtime due to a force majeure event; operation under a disaster recovery plan; or provision of Software after the expiration of the Term.
- Outages affecting the general availability of the Internet to Client and Authorized Users.

**4. Penalty for Non-Compliance.**

**Service Credit.** Upon Client’s notice to eLumin, subject to Section 3, if Availability of the Software for a month falls below 99.9%, as Client’s sole remedy for such failure, eLumin will credit to Client for the next month a portion of the monthly fees charged for the Software for the month during which such failure occurred. Credits will be issued according to the following schedule:

- Software availability 99.0% - 99.9%: 5% of monthly fee credited
- Software availability 98.0% - 98.9%: 10% of monthly fee credited
- Software availability 97.9% or below: 20% of monthly fee credited

**Request for Credit.** To receive the credit, Client must specifically request it during the month following the month for which the credit is requested. Client must provide all dates and times of

Software unavailability along with Client’s account username. eLumin will compare information provided by Client to the server availability monitoring data that the eLumin maintains pursuant to Section 2 above. A credit will be issued if the unavailability warranting the credit is confirmed. The parties agree to work together in good faith to resolve any dispute arising from this Exhibit B.

**Maximum Total Penalty.** The total credit to Client for Software will not exceed 20% of the monthly fees charged for the Software during the month for which the credit is issued.

**Limitations.** Credits may not be issued if the Client account is past due or suspended. Credits are exclusive of any applicable taxes charged to Client. False or repetitive claims requests are a material violation of the Agreement and may result in termination of the Agreement.

**5. Problem Reporting.** When there is an issue with the Software (a “**Problem**”), Client will report such issue via the support phone number or email address provided to Client as part of the implementation. Client will make an initial classification of the Problem based on the Priority Classifications in Section 7. Upon receipt of a Problem or service report, eLumin will promptly open a Problem ticket with a unique identifier (a “**Problem Ticket**”) and confirm or, in its reasonable judgment, adjust the classification of the Problem in accordance with the Priority Classifications.

**6. Problem Handling.**

**Response.** Upon receipt of a Problem Ticket, the eLumin support team will respond to the Client to confirm receipt, request additional information (if necessary), and provide status according to the following timeline:

Priority	Response Service Level (during Service Commitment coverage)
1	1 hour
2, 3	2 hours
3, 4	4 hours

**Resolution.** eLumin will make commercially reasonable efforts to resolve Problems as promptly as possible. Resolution to an identified Problem will be deemed complete when the fix is production, and both parties have tested the results, and confirmed that the Problem has been resolved.

Priority	Targeted Resolution Timeframes
1	24 hours
2	36 hours
3	10 business days
4	20 business days

## 7. **Priority Classifications.**

- Severity 1 (*Critical Business Impact*) means a Problem that renders the Software completely non operational or a significant system wide outage affecting users across multiple courses.
- Severity 2 (*High Business Impact*) means a Problem that causes a material function of the Software to be completely non operational or that affects multiple users resulting in a lack of access but are not system wide outages.
- Severity 3 (*Medium Business Impact*) means a Problem where the Software is operational and useable, but non-material functions are impaired or unavailable.
- Severity 4 (*Low Business Impact*) means a Problem that is minor or cosmetic in nature and does not impair the usefulness of the Software in any meaningful way.

## 8. **Support Availability.**

eLumin telephone support is available Monday through Friday, 8AM EST to 8PM ET, excluding eLumin holidays. eLumin observes the following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day. Support instances submitted outside of the normal eLumin support hours will be responded to as soon as possible and no later than the start of the next business day.

eLumin will provide email support for all Support instances.