



ROUTESMART ONLINE SERVICE LEVEL AGREEMENT

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RouteSmart Online Service Level Agreement

Effective Date: April 10, 2020

This RouteSmart Online Service Level Agreement (“SLA”) is a policy governing the use of RouteSmart Online (“RO”) under the terms of the Agreement for Use of RouteSmart Technology and Services (“RO Agreement”) between RouteSmart Technologies, Inc. (“RouteSmart”, “us” or “we”) and users of RO services (“Client” or “you”). This SLA applies separately to each Account (defined below) using RO. Unless otherwise provided herein, this SLA is subject to the terms of the RO Agreement and terms will have the meaning specified in the RO Agreement. We reserve the right to change the terms of this SLA in accordance with the RO Agreement at our sole discretion.

Service Commitment

RouteSmart will use commercially reasonable efforts to make Availability (defined below) of RO of at least 99.5% during each Eligible Credit Period. Service will not be deemed Unavailable (defined below) for any downtime or outages excluded from such calculation by reason of the exceptions set forth below. RouteSmart’s data and records will be the sole basis for all SLA calculations and determinations. In the event RO does not meet the Availability commitment, you will be eligible to receive a Service Credit as described below.

Definitions

Availability of RO for a given Eligible Credit Period will be calculated according to the following formula (referred to herein as “Availability”): Where: total quarterly minutes = TQM; Total quarterly minutes unavailable = TQMU; and Availability = $((TQM - TQMU) \times 100) / TQM$.

“Unavailable” means that you are not able to connect to the service outside of the scheduled processing window, and it is determined that RouteSmart is at fault, and is not covered by the “Maintenance or Other Exceptions” provisions of this SLA, and we are unable to restore service or launch replacement instances to ensure routing outputs are available for use on the target delivery day.

“Failure” means RouteSmart's inability to produce route books prior to a designated and agreed upon time and it is determined that RouteSmart is at fault.

“Account” means a separate newspaper or property/location. If a single client owns multiple newspapers using RO, each newspaper operation, as determined by the workspace and instance configuration used in RO, will be considered separate and distinct when consideration is given for any Service Credit, and the amount of credit will be prorated based on the reported circulation size of the newspaper(s) as defined in the sales quotation impacted by any period when the system is Unavailable as a portion of the total circulation size of the client. For example, if Client A (total combined circulation 100,000) owns Papers 1 (circulation 30,000), 2 (circulation 30,000), and 3 (circulation 40,000), Paper 1’s circulation represents 30% of the total combined circulation for the client. For the purposes of calculating a Service Credit, if Paper 1’s RO instance is Unavailable but Papers 2 and 3 are operating as designed, 30% of the client’s total quarterly subscription amount would be considered as the basis for the percentage calculation of the Service Credit.



The “Eligible Credit Period” is a single subscription quarter and refers one calendar month prior to the start of the quarterly subscription cycle in which the most recent Unavailable event included in the SLA claim occurred. For example, if your subscription period runs from January to March, you will be invoiced for the upcoming quarter on or around December 1, and again on or around March 1 for the period from

April to June. If a Failure occurs in December, January or February, the credit would be applied on the March 1 invoice toward the quarterly subscription cycle from April to June. If a Failure occurs in March, the credit would be applied on the June 1 invoice toward the quarterly subscription cycle from July to September, assuming payment was made for the period during which the problem occurred.

A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible RO account toward the next Eligible Credit Period.

“Live” means that the Client instance and all relevant workspaces have been configured and are in a state of readiness to accept a subscriber file, and that initial system administrator training has been delivered to the Client’s designated system administrator.

Maintenance and Other Exceptions

1. RO service will not be considered to be Unavailable for any outage that results from any maintenance performed by RouteSmart (a) of which you are notified by email or a notification within the system at least 24 hours in advance; (b) during Client implementation period (availability metrics to start as of the date when the client is considered “live”); (c) during RouteSmart’s then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”); or (d) as a result of a Client request for support services outside of normally scheduled maintenance.
2. RO service will not be considered Unavailable for any outage due to (a) Client data or application programming, acts or omissions of Client or its agents or vendors or service providers, failures of equipment or facilities provided by Client, Internet connectivity, network unavailability or bandwidth limitations outside of the RouteSmart network; (b) issues arising from bugs or other problems in the software, firmware or hardware of RouteSmart’s suppliers (other than third-party equipment directly under RouteSmart’s control; or (c) force majeure events. The configuration provided under this SLA is based on assumptions and other information provided by Client. As a result, RouteSmart will not be responsible, under this SLA or otherwise, for any outages or performance issues caused by inaccuracies in these assumptions, including equipment and software failures or performance problems caused by traffic volume or number of concurrent user sessions.
3. RO service will not be considered Unavailable for any outage resulting from (a) suspension or termination of your right to use RO services as described in the RO Agreement, or (b) any actions or inactions by you or any third party.
4. If Availability is impacted by factors other than those explicitly listed in this Agreement, we may issue a Service Credit considering such factors at our sole discretion.

Service Credits/Remedies

1. If the Availability percentage for a Client drops below 99.5% for the Eligible Credit Period, that Client will receive a Service Credit equal to 10% of their bill for Eligible Credit Period, which will be applied to the following Eligible Credit Period. If the Availability percentage for a Client drops below 95%, a 20% Service Credit will be applied. Below 90%, a 30% Service Credit will be applied. A Failure, as described previously, will be considered system unavailability for 1 day during the Eligible Credit Period.
2. The Client does not need to take any action to receive a claim; the credit will be applied automatically by RouteSmart. Questions about RO credits should be directed to accounting@routesmart.com. We will apply any Service Credits only against future RO payments otherwise due from you. Service Credits shall not entitle you to any refund or other payment from RouteSmart. A Service Credit will be applicable and issued only if the subscription amount for the applicable quarterly subscription cycle is greater than one dollar (\$1 USD).
3. Service Credits may not be transferred or applied to any other account.
4. Unless otherwise expressly stated in the RO Agreement, your sole and exclusive remedy for any Unavailability or other non-performance of RO or other failure by us to provide RO services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.
5. In the event the Client is not current in its payment obligations (regardless of cause) when Unavailability occurs, remedies will accrue, but Service Credits will not be issued until the Client becomes current in its payment obligations.