



AVAILABILITY EXHIBIT

1. Hosted Service Availability.

1.1 Availability Requirement. Privis shall make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Privis does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.0% of the time, excluding the time the Hosted Services are not Available as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” or “**Availability**” means the Hosted Services are available and operable for access and use by Customer and its Authorized Users over the internet in material conformity with the Specifications.

1.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability if such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Customer’s or any of its Authorized Users’ misuse of the Hosted Services;
- (b) failures of Customer’s or its Authorized Users’ internet connectivity or either of their other networks or systems;
- (c) internet or other network traffic problems other than problems arising in or from networks provided or controlled by Privis or its Subcontractor;
- (d) Customer’s or any of its Authorized Users’ failure to meet any minimum hardware or software requirements set forth in the Specifications;
- (e) failures or configuration issues with any of the Customer’s other systems or services (including but not limited to Single Sign-On, firewalls, and integration engines);
- (f) Scheduled Downtime; or
- (g) any other cause beyond the reasonable control of Privis.

1.3 Scheduled Downtime. Privis shall use reasonable efforts to notify Customer prior to any periods when the Hosted Service will be unavailable for maintenance (“**Scheduled Downtime**”).

1.4 Service Availability Reports. Customer may request Privis to provide a report describing Availability of the Hosted Services during any Service Period. Within 30 days after a request for such a report, Privis shall provide to Customer a report describing the Availability of the Hosted Services during such Service Period.

1.5 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error for which Privis shall issue to Customer the corresponding service credits as set forth in the table below (“**Service Availability Credits**”):



SERVICE AVAILABILITY CREDITS

Required Availability Service Level	Calculation Formula	Service Availability Credits
<p>Hosted Services shall be Available 99.0% of the time during each Service Period excluding periods Hosted Services are not Available due to an Exception.</p>	<p>$(\text{Actual Uptime} \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception})) \times 100 = \text{Percentage Uptime.}$</p>	<p>No Service Availability Credits will be given for any Service Period in which Percentage Uptime equals or exceeds the Availability Requirement.</p> <p>Customer shall be entitled to a Service Availability Credit of 10% of the Fees payable for Hosted Services provided during the Service Period for each 1% or portion thereof by which Percentage Uptime is less than the Availability Requirement, such credit not to exceed 100%.</p>

(b) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two of twelve consecutive Service Periods, then, in addition to any applicable Service Availability Credits available to Customer, Customer may terminate the applicable SOW on written notice to Privis, provided that such notice of termination is provided within 10 Business Days of the conclusion of the applicable Service Period in which the termination right arose. The Service Availability Credits and the termination right under this paragraph are Customer’s sole and exclusive remedies for all claims arising out of or relating to the unavailability of the Hosting Services.