

SUBSCRIPTION SERVICES AGREEMENT

This agreement is between SearchStax, Inc., a Delaware corporation (**SearchStax**), and the Customer agreeing to these terms (**Customer**), and is effective as of the date of the last signature below.

1. SOFTWARE SERVICE.

This agreement and the applicable order provide Customer and its Affiliates (defined below) access to and usage of an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an order (**Service**). Implementation services (**Implementation Services**) may also be provided by SearchStax if specified under an order.

2. USE OF SERVICE.

- a. **Customer Owned Data.** All data uploaded by Customer to the Service remains the property of Customer, as between SearchStax and Customer (**Customer Data**). Customer represents and warrants to SearchStax that: (i) Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Data for use within the Service under this agreement, and (ii) Customer Data does not contain any personal information. Customer grants SearchStax the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service.
- b. **Affiliates and Contractors.** Customer, including its Affiliates, may enter into orders with SearchStax and its Affiliates. An Affiliate entering into an order agrees to be bound by this agreement as if it were an original party hereto. Customer may allow its Affiliates and contractors to use the Service, provided Customer is responsible for their compliance with the terms of this agreement, and use by its Affiliates and contractors is solely for Customer's or Affiliate's benefit. Affiliate means any company controlled by or under common control with the subject entity, directly or indirectly, with an ownership interest of at least 50%.
- c. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify SearchStax promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's user guide and applicable law.
- d. **SearchStax Support and Service Level.** SearchStax must provide Customer support and a service level for the Service in accordance with the terms of SearchStax's Customer Support Policy (**Support**), attached hereto as Exhibit A, and incorporated herein.
- e. **Third Party Service.** The Service interoperates with third party services (**Third Party Service**), and it depends on continuing availability of and access to Third Party Service, including application programming interfaces, for full functionality of the Service.

3. WARRANTY AND DISCLAIMER.

- a. **Virus Warranty.** SearchStax warrants that it uses commercially reasonable efforts consistent with industry standards to regularly scan for and remove any "Malware" from the Service. "Malware" means software programs designed to damage or do other unwanted actions on a computer system, including viruses, worms, Trojan Horses and spyware.
- b. **Additional Warranty.** Searchstax warrants that neither Support nor the Security Measures (as defined below) will materially decrease during any paid term.
- c. **DISCLAIMER. SEARCHSTAX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE SEARCHSTAX TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, SEARCHSTAX DOES NOT GUARANTEE**

THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

4. PAYMENT.

- a. **Fees and Payment.** Customer must pay all fees as specified on the order, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT and other similar taxes, and Customer is responsible for payment of such taxes at the rate and in the manner for the time being prescribed by law. If SearchStax has the legal obligation to pay or collect taxes for which Customer is responsible under this section, SearchStax will invoice Customer and Customer will pay that amount unless Customer provides SearchStax with a valid tax exemption certificate authorized by the appropriate taxing authority. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.
- b. **Nonpayment.** Any invoiced amount not received by SearchStax by the due date may accrue interest at the lower rate of 1.5% per month or the maximum rate permitted by law. In addition, if an invoiced amount is 30 days or more past due, SearchStax may suspend Service and Support until the amount is paid in full, provided SearchStax has given Customer at least 30 days' prior written notice that its account is past due.

5. MUTUAL CONFIDENTIALITY AND DATA SECURITY.

- a. **Definition of Confidential Information.** Confidential Information *means* all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). SearchStax's Confidential Information includes, without limitation, the Service and pricing information. Customer's Confidential Information includes, without limitation, the Customer Data.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its^{SEP} own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any purpose outside the scope of this agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees^{SEP} and contractors who need that access for purposes consistent with this agreement and who have signed confidentiality^{SEP} agreements with Recipient containing protections not materially less protective of the Confidential Information than^{SEP} those in this agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
- d. **Data Security Measures.**
 - i. **Security Measures.** SearchStax: (i) implements and maintains reasonable security measures appropriate to the nature of the Customer Data including, without limitation, technical, physical, administrative, and organizational controls, designed to maintain the confidentiality, security, and integrity of the Customer Data; (ii) implements and maintains industry standard systems and procedures for detecting, preventing, and responding to attacks, intrusions, or other systems failures and regularly tests, or otherwise monitors the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designates an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (iv) identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Customer Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of safeguards in place to control these risks (collectively, **Security Measures**).
 - ii. **Notice of Data Breach.** If SearchStax becomes aware that Customer Data was accessed or disclosed in breach of this agreement, SearchStax will so notify Customer without undue

delay, immediately act to eliminate the breach and preserve forensic evidence, and provide available information to Customer regarding the nature and scope of the breach.

6. PROPERTY.

- a. **Reservation of Rights.** SearchStax and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with SearchStax. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. SearchStax reserves all rights that are not expressly granted in this agreement.
- b. **Restrictions.** Customer *may not*: (i) sell, resell, rent, or lease the Service or use it in a service-provider capacity; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks; (v) reverse engineer the Service except as allowed by applicable law despite this limitation; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes. SearchStax may suspend Service to Customer if SearchStax believes in good faith that Customer's use of the Service poses an imminent threat to the security, availability or legality of the Service; in such event, SearchStax will work with Customer to address the issue and restore Service as quickly as possible.
- c. **Statistical Information.** SearchStax may compile statistical information related to the performance of the Service and may make such information publicly available, provided that such information does not identify Customer Data, and there is no means to re-identify Customer Data. SearchStax retains all intellectual property rights in such information.

7. TERM AND TERMINATION.

- a. **Term.** This agreement continues until the 30th day after all orders have expired, unless earlier terminated as provided below.
- b. **Term of Orders.** Unless otherwise stated in an order, (i) orders and all subscriptions under them will automatically renew for additional one-year periods unless a party notifies the other of non-renewal 30 or more days before the renewal date, (ii) an automatically renewing order will remain unchanged from the prior term except for any pricing increase of which SearchStax has notified Customer 60 or more days before the renewal date, and (iii) upon automatic renewal, the per-unit pricing for any Service will not increase by more than 5% over that in the prior term unless the prior pricing was clearly designated in the order as promotional or one-time.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- d. **Effect of Termination.** If this agreement is terminated for SearchStax's breach, SearchStax will refund Customer fees prepaid for the remainder of the term of all orders after the termination effective date. If this agreement is terminated for Customer's breach, Customer will pay any unpaid fees for the term of all orders. Upon request, following any termination of this agreement, each party will destroy or return all of the other party's property that it holds.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SEARCHSTAX IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
- b. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR SEARCHSTAX'S INDEMNITY OBLIGATIONS, SEARCHSTAX'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.**

9. INDEMNIFICATION FOR THIRD-PARTY CLAIMS.

- a. SearchStax will defend or settle any third-party claim against Customer to the extent that such claim alleges that SearchStax technology used to provide the Service infringes a copyright, patent, trademark, or other intellectual property right, if Customer promptly notifies SearchStax of the claim in writing, cooperates with SearchStax in the defense, and allows SearchStax to solely control the defense or settlement of the claim. **Costs.** SearchStax will indemnify and hold harmless Customer from any infringement claim defense costs it incurs in defending Customer under this indemnity, SearchStax-negotiated settlement amounts agreed to by SearchStax, and court-awarded damages. **Process.** If such a claim appears likely, then SearchStax may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If SearchStax determines that none of these are reasonably available, then SearchStax may terminate the Service and refund any prepaid and unused fees. **Exclusions.** SearchStax has no obligation for any claim arising from: SearchStax's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer Data; or technology or aspects not provided by SearchStax. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND SEARCHSTAX'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.**
- b. If a third party claims against SearchStax that any part of the Customer Data is unlawfully provided to SearchStax or infringes or violates that party's patent, copyright, or other right, Customer will defend SearchStax against that claim at Customer's expense and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Customer, provided that SearchStax promptly notifies Customer of the claim in writing, cooperates with Customer in the defense, and allows Customer to solely control the defense or settlement of the claim.


10. GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of California (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Los Angeles County, California, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

11. OTHER TERMS.

- a. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- b. **No Assignment.** Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party or the other party's Affiliates.
- e. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

- f. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.
- g. **No Additional Terms.** SearchStax rejects additional or conflicting terms of a Customer's form-purchasing document.
- h. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- i. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights and such other provisions that by fair implication require performance beyond the term of this agreement must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.
- j. **Feedback.** If Customer provides feedback or suggestions about the Service, then SearchStax (and those it allows to use its technology) may use such information without obligation to Customer.

 (Customer)	SearchStax, Inc. (SearchStax)
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:

SearchStax's Service Levels and Support

Service Levels.

a) Availability Service Level.

1) Definitions.

- "Service Availability Percentage" means $((\text{Maximum Available Time} - (\text{Downtime} - \text{Allowable Downtime})) / \text{Maximum Available Time}) * 100$.
- "Maximum Available Time" means hours in each calendar month less Allowable Downtime for such calendar month or, for each calendar month, $((\text{number of days} * 24 \text{ hours}) - \text{Allowable Downtime})$.
- "Scheduled Downtime" means, with respect to the Service, actual downtime in hours that takes place during the Schedule Maintenance Windows or Emergency Maintenances with prior notice as set forth below and does not exceed 120 minutes per calendar month in total ("Maximum Downtime"). Any downtime exceeding Maximum Downtime or occurring outside the Scheduled Maintenance Window (as defined below) will not be considered Scheduled Downtime and will be included as downtime in the Service Level availability calculations. With respect to Scheduled Downtime (which, for the avoidance of doubt, only relates to SearchStax Service availability), SearchStax will use commercially reasonable efforts to notify Customer by email no less than five business days before any Scheduled Downtime event. SearchStax will use commercially reasonable efforts to notify Customer via email prior to and after the Scheduled Downtime is performed, or if Scheduled Downtime is postponed or cancelled.
- "Downtime" is calculated per SearchStax Solr deployment on a monthly basis and is the total number of minutes during the month that the entire SearchStax Solr deployment was unavailable. A minute is considered unavailable if all of your continuous attempts to establish a connection to the Apache Solr Service within the minute fail. Downtime does not include partial minutes of unavailability or Scheduled Downtime for maintenance and upgrades.
- "Allowable Downtime" means the sum of (a) Scheduled Downtime and (b) hours of Excluded Downtime applicable to the Service for the applicable calendar month.
- "Excluded Downtime" means any downtime caused by factors outside of SearchStax's reasonable control including any force majeure event, internet services availability outside of SearchStax's platform, any downtime resulting from outages of third party connections or utilities, cloud providers (AWS, Azure, GCP) and actions or inactions of the Customer. Downtime caused by unavailability of a Cloud Provider's data center or a particular region is treated as "Excluded Downtime" unless appropriate Disaster Recovery option is purchased for that particular SearchStax Solr deployment.

2) Service Level Standard.

In accordance with the terms of the Agreement, SearchStax agrees to comply with the minimum expected performance standards set forth in this service level agreement. SearchStax will meet the below service performance standards when providing services to Customer or other entity as designate under the Agreement.

Service Level Measures	Silver	Gold	Platinum	Platinum Plus
Service Availability Percentage	N/A	99.5%	99.9%	99.95%

Technical Support Description. SearchStax will provide to Customer email support ("Technical Support") based on the following coverage:

Description	Silver	Gold	Platinum and Platinum Plus
Support Coverage	Americas Monday-Friday 9:00am – 5:00pm PST	Americas Monday-Friday 8:00am ET – 8:00pm EST Europe Monday-Friday 8:00am CET – 6:00pm CET Australia and Asia Pacific Monday-Friday 8:00am AEST – 6:00pm AEST	24x7x365

Technical Support will include any research and resolution activity performed by SearchStax.

- a) Request for Technical Support. Users will make Technical Support requests by submitting a request via SearchStax's customer service web portal. The Technical Support staff will assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) Problem Classification. The following Problem Classification Table definitions are used for classifying performance or availability issues. Severity 1 and Severity 2 Severity Level classification is only available for deployments with Gold, Platinum and Platinum Plus Support tier.

Severity Level	Criteria
Severity 1 (Very High)	Deployment is unavailable. Deployment endpoint (url) is not able to perform any requests.
Severity 2 (High)	Deployment is degraded; Significant number of requests to the deployment are failing (5xx errors).
Severity 3 (Normal)	Deployment is available and some requests are failing; You have questions related to technical support, product, service, deployment, billing, etc.
Severity 4 (Low)	Additional development or enhancement services which are not critical in nature.

- c) Response Expectation Table. The following Response Expectation Table specifies the required response for problems based upon the Severity Level assigned by Customer. The table specifies the maximum amount of time permitted to complete each of the following steps.

Severity Level	Gold Response Time	Platinum Response Time	Platinum Plus Response Time	Resolution Time
Severity 1 (Very High)	<= 4 hours	<= 1 hour	<= 30 minutes	ASAP
Severity 2 (High)	8 hours	<= 4 hours	<= 4 hours	ASAP
Severity 3 (Normal)	24 hours	24 hours	24 hours	ASAP
Severity 4 (Low)	72 hours	72 hours	72 hours	As agreed to on a case by case basis*

* The parties will jointly agree that some Severity Level 4 problems lack commercial justification on which to expend resources and, therefore, may never be resolved.

- d) Escalation Process. All problems with a Severity Level of 1 or 2 will be escalated if a solution or plan of resolution cannot be achieved within the designated amount of time as described above. SearchStax management will be made aware of issues according to the following timeframes. As

succeeding levels of SearchStax management become involved in the resolution process, Customer will provide contacts at proper levels within its organization to consult in resolving the problem. Upon execution of the Order Form, SearchStax will designate its support contacts and provide Customer with the name, and phone number of its support contacts for each support level. Escalations will occur in accordance with the following schedule:

Severity Level 1 and 2 Problem Escalation.

Hours 0 to 4: SearchStax's management and engineering personnel are notified and actively working the event.
 Hour 5: SearchStax's Director(s) are notified and involved in the problem resolution.
 Hour 24: SearchStax's Vice-Presidents are notified and involved in the problem resolution.
 Hour 48: SearchStax's executive management team including the CEO are notified and involved in the problem resolution.

Severity Level 3 Problem Escalation.

Hours 0 to 72: SearchStax will work to resolve the problem and will attempt to provide a solution within 72 hours after problem identification. If problem identification has not occurred within the timeline outlined in the response expectation table, the problem will be assigned Severity Level 1 and SearchStax will follow the escalation procedures for Severity Level 1 problems. After 4 business days (provided that the problem is not due to the fault of Customer), if SearchStax has not established a plan to correct the problem within a 10-day period, SearchStax will escalate the problem in accordance with the Severity Level 1 escalation procedures described above.

Support.

- a) "Scheduled Maintenance" means system/software maintenance that is scheduled, to fix non-critical errors and implement system/software changes. Scheduled Maintenance and infrastructure improvements are scheduled in advance. Affected Customers are provided a start time and stop time for the applicable maintenance window and are notified at least forty-eight hours prior to beginning of the maintenance window. SearchStax will proactively notify the Customer if maintenance will exceed a previously scheduled maintenance window or if maintenance needs to be postponed. Maintenance is scheduled during the timings below for the following service regions.

Deployment Region	Deployments under Silver & Gold Tier Support	Deployments under Platinum and Platinum Plus
Americas (USA, Canada, South America)	11:00pm EST – 7:00am EST	Saturday after 7:00pm through Sunday 7:00pm US EST
Europe	11:00pm CET – 7:00am CET	Saturday after 7:00pm through Sunday 7:00pm CET
Australia & Asia Pacific	11:00pm AEST – 7:00am AEST	Saturday after 7:00pm through Sunday 7:00pm AEST

Customer would have the right to request any maintenance work for deployments under Gold, Platinum or Platinum Plus plans be deferred by SearchStax in the case that such work would conflict with scheduled changes or deployments on Customer Application. Customer will not defer the same maintenance activity more than 3 times or for duration greater than 15 days.

- b) "Emergency Maintenance" means where security upgrades or other urgent maintenance must be performed, SearchStax will undertake best efforts to notify Customer prior to beginning maintenance and to provide technical information as it is available. In these circumstances, maintenance windows will begin immediately and continue until the emergency maintenance is completed. Customers are notified after this maintenance is complete and provided any additional instructions regarding required Customer actions. SearchStax Support will be available to clarify any questions or follow-up actions that are the result of the unscheduled maintenance.

Customer Obligations.

Customer is responsible for ensuring that its personnel that interact with SearchStax have sufficient English language and technical skills, and respond to and cooperate with SearchStax in a timely manner in connection to requests for Support Services. As a precondition for requesting Support Services from SearchStax, Customer agrees to (and to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting SearchStax; (ii) provide SearchStax with sufficient information and technical data in order for SearchStax to establish that a potential problem is not the kind of problem that is an exclusion from the Support Services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by SearchStax to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from SearchStax in addressing the problem, and make reasonable attempts to correct the problem as suggested by SearchStax. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect SearchStax's ability to provide the Support Services.

Version Support and Upgrades.

SearchStax Support Services as it relates to SearchStax-hosted Apache Solr is provided from the date the Version is initially made available within SearchStax. SearchStax makes available only Stable version within SearchStax Services. SearchStax-hosted Apache Solr's Version Policy is available here: <https://www.searchstax.com/legal/version-policy/>

Support Service Exclusions.

SearchStax will have no obligation to provide Support Services to Customer in the event that (i) the problem is caused by Customer's negligence, misconduct, or misuse of Services, or other causes beyond the reasonable control of SearchStax, (ii) the problem is due to third party software, (iii) bug-fixes or feature enhancements to Apache Solr software or source code. The Support Services do not cover the support of any third party software which integrates with SearchStax Services or Apache Solr. In addition, the Support Services do not include the following: (a) Customer's failure to comply with operating instructions contained in the documentation; (b) installation, configuration, management and operation of Customer's applications; (c) APIs, interfaces or data formats other than those included with Apache Solr or SearchStax's Services; or (d) any training

Service Credits.

Service Credits are calculated as a percentage of the total charges paid by you for the deployment(s) under support plans that were affected for the monthly billing cycle in which Unavailability occurred in accordance with the schedule below. Credits consist of hard dollars. SearchStax's software provides a report the actual uptime for the Services in the previous month. Additionally, such report includes the calculation for how such time (uptime and downtime) was calculated. Such report will also include the calculation for determining the actual Service uptime.

To receive a Service Credit, you must submit a claim by opening a case in SearchStax Support Center (<http://support.searchstax.com>). To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;

3. the affected Deployment name(s)

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Level Standard, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above may disqualify you from receiving a Service Credit.

The service credit will be calculated in accordance with the table below:

Service uptime / Failure to respond as per SLA			Service Credit
Gold	Platinum	Platinum Plus	
<99.5%	<99.9%	<99.95%	10% of the month's fees in which the failure occurred
<99.0% / Severity Level 3 or 4 resolution time failure	<99.5% / Severity Level 3 or 4 resolution time failure	<99.5% / Severity Level 3 or 4 resolution time failure	20% of the month's fees in which the failure occurred
<98.0% / Severity Level 1 or 2 resolution time failure	<99.0% / Severity Level 1 or 2 response time failure	<99.0% / Severity Level 1 or 2 response time failure	30% of the month's fees in which the failure occurred

SearchStax support and maintenance obligations under the Agreement, including this Exhibit B, are dependent on Customer running and maintaining the latest minor version of Apache Solr. This ensures the software version that is utilized is free from any known vulnerabilities. E.g. If Customer is running 6.1 version and a vulnerability is discovered in version 6.1 and a fix is made available in 6.1.1, Customer will work with SearchStax to ensure the version is upgraded for SearchStax to provide service obligations under the Agreement.