

Fuel Cycle, Inc. Platform Service Level Agreement (“SLA”)

1. AVAILABILITY.

The Fuel Cycle Platform shall be available to purchasers of Fuel Cycle’s Subscriptions and Services (a “Subscriber”) twenty-four (24) hours a day, seven (7) days a week, 99.99% of the time measured on a quarterly basis, excluding:

- a. Scheduled Maintenance (as defined below) and Emergency Maintenance (as defined below), up to a collective total of eight (8) hours per month. Fuel Cycle will provide Subscriber with its Scheduled Maintenance schedule, which is subject to change at Fuel Cycle’s discretion. Fuel Cycle will use good faith efforts to perform any Scheduled Maintenance outside of Subscriber’s normal business hours;
- b. Downtime caused by or at the request of Subscriber or its agents, to perform community-specific maintenance, including, but not limited to, issues related to Subscriber-owned or controlled DNS and SSL Certificate, changing curtain pages, changing vanity URLs, modifying recruitment campaign configuration, uploading bulk users, and revamping the “look & feel” of the online community; and
- c. Downtime due to an event of *force majeure*, including: any act of God; war; riot; act of terrorism; embargo; governmental rule, regulation or decree; flood, fire, hurricane or other casualty; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing.

The unavailability of some specific features or functions of the Fuel Cycle Platform that are not, in the aggregate, material to the Fuel Cycle Platform as a whole will not constitute unavailability of the Fuel Cycle Platform under this SLA.

2. SYSTEM REQUIREMENTS.

Subscriber acknowledges and agrees that the Fuel Cycle Platform will only be accessible by Subscriber and Authorized Participants who use computers with the system specifications in this Section 2. Fuel Cycle reserves the right to update the system specifications at any time and for any reason. Subscriber may request an updated list of system specifications at any time during the term of the Agreement.

Internet Connection Requirements: Minimum download speed of 10 Mbps

System Requirements: Windows and Mac computers running an operating system (Windows 7 and above) as well as web browsers that are still supported by the manufacturer. Minimum Ram Requirement is 2 GB.

Subscriber acknowledges and agrees that Fuel Cycle can only provide web-based administrative support as set forth in this SLA (as updated from time to time) to Subscriber and Authorized Participants who use one of the supported browsers, install all the required browser plug-ins, use one of the supported operating systems, have the minimum required memory in such system, and have at least the minimum required Internet bandwidth to access the Fuel Cycle Platform service.

3. SERVICE INCIDENTS.

- a. **“Service Incident”** means an event which causes interruption to, or a reduction in the quality of, an Authorized Participant’s experience using the Fuel Cycle Platform.
- b. **“Authorized Participant Functions”** of the Fuel Cycle Platform include the following: (1) Logging into the Fuel Cycle Platform, (2) accessing and participating in activities, (3) accessing and participating in online surveys, (4) accessing and sharing multimedia content in online albums and resource areas, (5) accessing and participating in online sessions and responding to Subscriber’s agents in such sessions, (6) accessing and sharing personal profiles to interact socially with other Authorized Participants in the community, and (8) accessing and responding to announcements and Events sponsored by Subscriber in the online community.
- c. **“Administrative Functions”** of the Fuel Cycle Platform include the following: (1) accessing reports available online that capture the interactions of Authorized Participants in the online community, (2) conducting recruitment drives online at the request of Subscriber, (3) modifying the profile information of Authorized Participants, (4) designing new announcements, surveys, sessions, [ideas], and discussion, and (5) other functionalities with minimal impact on the business operations of Subscriber.
- d. Each of the **“Severity Levels”** is defined below:

Severity Level	Severity Level Definition
1	Critical Service Incident or outage of the Fuel Cycle Platform. No Subscriber or Authorized Participant can access the Fuel Cycle Platform. All Authorized Participant Functions of the Fuel Cycle Platform are not available.
2	Major Service Incident with partial outage of one or more Authorized Participant Functions of the Fuel Cycle Platform. Most of the Authorized Participant Functions of the Fuel Cycle Platform are available to Subscriber but one or more Authorized Participant Functions of the Fuel Cycle Platform are impaired.
3	Minor Service Incident with partial outage of Administrative Functions of the Fuel Cycle Platform. All Authorized Participant Functions of the Fuel Cycle Platform are available but some Administrative Functions are impaired.
4	Minor Service Incident with no outage. The Fuel Cycle Platform is generally usable. Some minor errors in the operations or the content that does not impact the availability of the Authorized Participant Functions or the Administrative Functions of the Fuel Cycle Platform.

The Severity Level of a Service Incident will be determined by Fuel Cycle in its sole discretion.

- e. **Service Levels***

- i. Fuel Cycle will use commercially reasonable efforts to respond to and remedy each Service Incident based on its Severity Level as set forth hereinafter.

Severity Level	Acknowledgement Time	Update Frequency	Escalation
1	< 1 Hour	2 Hours	Escalated to Fuel Cycle's Client Services team immediately, who shall implement Subscriber's notification protocols.
2	< 4 Hours	4 Hours	Escalated to Fuel Cycle's Client Services team immediately, who shall implement Subscriber's notification protocols, if not resolved in 1 day.
3	< 8 Hours	Daily	Escalated to Fuel Cycle's Client Services team immediately, who shall implement Subscriber's notification protocols, if not resolved in 2 days.
4	< 2 Days	As Needed	Escalated to Fuel Cycle's Client Services team immediately, who shall implement Subscriber's notification protocols, if not resolved in 5 days

- ii. **"Acknowledgement Time"** is the time elapsed in registering a Service Incident in Fuel Cycle's service management system after the actual occurrence of that incident.
- iii. Fuel Cycle will use commercially reasonable effort to actively monitor the service availability of the Fuel Cycle Platform and if any loss of functionality is detected, will report a Service Incident by contacting the Service Desk of Fuel Cycle.
- iv. Subscriber will use commercially reasonable efforts to provide accurate and immediate notification of any Service Incident to the Service Desk of Fuel Cycle so that Fuel Cycle may promptly take any remedial action. Fuel Cycle will respond to the contact person of the Subscriber who reported the Service Incident within the Acknowledgement Time specified in the table above, based on the Service Incident's Severity Level assigned by the Service Desk of Fuel Cycle.
- v. **"Update Frequency"** will be the frequency by which Fuel Cycle will provide email updates on the status of the resolution of a Service Incident to the Fuel Cycle Account Manager supporting the Subscriber, who in turn can provide updates to the Subscriber based on Subscriber's notification policies.

* Notwithstanding anything to the contrary contained in this Agreement, Fuel Cycle is not obligated to remedy any Service Incident caused by user error or by Subscriber's or any Authorized Participant's failure to access the Fuel Cycle Platform with a compatible system or web browser.

4. TECHNICAL SUPPORT.

If a Service Incident occurs, Subscriber should immediately notify Fuel Cycle's Support by emailing servicedesk@fuelcycle.com. It is highly recommended that the Subscriber clearly indicates the nature of the Service Incident with a description of any impaired Authorized Participant Functions or Administrative Functions and includes as much information as possible (attaching a screen shot, if possible) in the email.

5. MAINTENANCE.

- a. **"Scheduled Maintenance"** means any planned service downtime taken by Fuel Cycle to proactively upgrade the Fuel Cycle Platform code base to resolve any issues or enhance functionalities. Typically, Scheduled Maintenance activities will be scheduled during non-peak and non-business hours to maximize the availability of Fuel Cycle Platform to the Authorized Participants; however, Fuel Cycle, in its sole discretion, shall determine when Scheduled Maintenance shall be performed.
- b. **"Emergency Maintenance"** means any service downtime taken by Fuel Cycle to fix software or hardware issues, including applying security patches and replacing required hardware or software, which cannot be postponed until the next available Scheduled Maintenance session. Fuel Cycle, in its sole discretion, shall determine when Emergency Maintenance shall be performed.
- c. **"Community Maintenance"** refers to any Scheduled Maintenance activities that are performed by Fuel Cycle at the request of Subscriber or on behalf of Subscriber, to improve the experience of its Authorized Participants while interacting in the private online communities.
- d. During any maintenance periods, the Fuel Cycle Platform may not be accessible by Subscriber or the Authorized Participants. A Fuel Cycle representative will provide the Subscriber with advance notice for all Community Maintenance, and, if possible, Emergency Maintenance activities, which will impact the availability and usefulness of the Fuel Cycle Platform to Subscriber or the Authorized Participants. The timing for any Scheduled Maintenance and Emergency Maintenance shall be determined in Fuel Cycle's sole discretion. Authorized Participants who attempt to access the Fuel Cycle Platform while maintenance is occurring will be notified that the Fuel Cycle Platform is temporarily unavailable due to ongoing maintenance and will be provided with an estimate of when the Fuel Cycle Platform services will resume.