

**This Hosting SLA applies only if Customer purchases Hosting Services directly from RIB.**

1. **Definitions.** Capitalized terms used but not defined in this Hosting SLA will have the meanings provided in the General Terms and Conditions. For purposes of this Hosting SLA, the following terms shall have the definitions indicated:

“**Availability**” means the percentage of time the Application is Available or Not Available due to Excused Outages, as measured over the course of any calendar-month period.

“**Available**” means that the Application is available for access and use as provided in the Agreement without a Malfunction that either (i) renders the Application inoperative, or (ii) renders the Application practically unusable by the majority of Customer Users and cannot be addressed by a Workaround.

“**Excused Outage**” means Unavailability (i) during Scheduled Maintenance, (ii) during Urgent Maintenance, (iii) during periods of Extended Maintenance (to the extent that any period of Extended Maintenance exceeds 48 hours, or that the number of Extended Maintenance periods performed in any calendar year exceeds three, then such excess is not an Extended Maintenance for the purposes of this definition); (iv) caused by or resulting from negligent acts or omissions or willful misconduct of Customer, its Affiliates, its Customer Users, their respective employees, contractors, or agents, or any other party gaining access to the Application due to any such negligent act or omission or willful misconduct, (v) arising from Customers direction that RIB cease making the Application Available other than in the event of an unremedied material breach of the Agreement by RIB; or (vi) during a Force Majeure Event.

“**Extended Maintenance**” means a sustained period of Unavailability for the purpose of carrying out significant maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Application, provided that (i) the period of Unavailability occurs on weekend days in the Nominated Hosting Location, and (ii) RIB has notified Customer by email of the planned date for Extended Maintenance at least 28 calendar days in advance (excluding any rescheduled Extended Maintenance period).

“**Force Majeure Event**” means an occurrence reasonably beyond the direct control of RIB and not due to RIB’s own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, change in any law or regulation, fires, floods, explosions, epidemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.

“**Hosting Service Credit**” means a credit described in Section 2 below.

“**Maintenance Hours**” means: between 9:00 PM and 3:00 AM Australian Eastern Standard Time if the Nominated Hosting Location is in Australasia; 10:00 PM and 4:00 AM Greenwich Mean Time/British Summer Time (whichever is applicable on the day) if the Nominated Hosting Location is in Europe or Africa; 9:00 PM and 3:00 AM USA Central Time if the Nominated Hosting Location is in North or South America; 9:00 PM and 3:00 AM Singapore Time (GMT+8) if the Nominated Hosting Location is in Asia or the Middle East.

“**Monthly Fee**” means the Licensing Fees and Hosting Services fees paid or payable by Customer under the Agreement for a given monthly period (prorated accordingly if paid other than monthly).

“**Nominated Hosting Location**” means the Nominated Hosting Location as specified on the Quote. If no Nominated Hosting Location is specified on the Quote Acceptance, the Nominated Hosting Location shall mean the region in which RIB hosts the Application.

“**Problem Report**” means a report delivered to RIB by Customer in accordance with RIB’s then-current support procedures describing in reasonable detail a suspected Malfunction.

“**Scheduled Maintenance**” means a period of Unavailability for the purpose of maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Application, but only if (i) the foregoing occurs within Maintenance Hours or (ii) RIB has notified Customer thereof at least 72 hours in advance and such event lasts no more than six hours.

“**Unavailability**” means that the Application is not Available.

“**Unexcused Outage**” means Unavailability outside of periods of Excused Outages.

“**Urgent Maintenance**” means maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Application, but only if (i) the foregoing is considered urgent in RIB’s sole and reasonable discretion, (ii) the foregoing occurs outside Maintenance Hours and (iii) RIB has notified Customer thereof in advance and such event lasts no more than three hours.

“**Workaround**” means a procedure as to which RIB advises Customer for avoiding or mitigating a Malfunction that is reasonable under the circumstances and sufficient to alleviate any substantial adverse effect of the Malfunction on the utility of the Application.

2. **Hosting Service Credits.** For each calendar month in which an Unexcused Outage occurs, as Customer’s sole and exclusive remedy (other than as set forth in Section 3 below), a credit against the Monthly Fee for such month shall be applied to the next invoice(s) issued under this Agreement (or refunded promptly if such credits remain upon expiration or any termination of this Agreement) as set forth below:

Availability (other than and excluding periods of Excused Outages)	Credit Percentage
at least 95.5% but less than 96%	2.5%
at least 94.5% but less than 95.5%	5.0%
at least 93.5% but less than 94.5%	7.5%
less than 93.5%	15%

The parties may mutually agree upon a higher Availability against payment of a surcharge by the Customer in addition to the Monthly Fee.

3. **Termination.** As Customer’s sole remedy under the Agreement for excessive Unexcused Outages, in the event that (i) RIB fails to meet the Availability Target for any six months in a 12-month period, (ii) RIB fails to meet the Availability Target for four consecutive months, (iii) the Application is not Available at least 93.5% of the time, other than periods of Excused Outages, as measured over the course of any three consecutive months, or (iv) the Application is not Available at least 90% of the time, other than periods of Excused Outages, as measured over the course of any two consecutive months, Customer may terminate this Agreement without penalty upon written notice to RIB within 30 days following the accrual of such right.
4. **Malfunction/Problem Report.** For any Malfunction the Customer must provide a Problem Report stating that the problem is a Malfunction under the definition of Malfunction in this Agreement and describe the circumstances and reasons why Customer believes it to be a Malfunction. For the purposes of calculating the Unavailability the time commences when the Problem Report from the Customer is received by RIB. The Customer must assist RIB in its efforts by making available, as reasonably requested by RIB, information, documentation, access to personnel, and testing. In the event a Malfunction exists due to an error in the Documentation, RIB may correct such Malfunction by providing corrected Documentation; provided, however, that no such corrected Documentation shall eliminate or materially diminish any feature or operational functionality of the Application previously described therein.
5. **Credit Claim.** A claim for any Hosting Service Credit must be made by the Customer in writing to RIB within 7 days of an Unexcused Outage event occurring. The claim must justify the credit being sought and shall be assessed by RIB on receipt.