

This Service Level Agreement (“SLA”) governs the provision of SaaS Services by Statistics and Data Corporation and its Affiliates (“SDC”) for the software-as-a-service offerings that SDC provides Customers pursuant to the terms and conditions contained within the applicable agreement (the “Agreement”) between SDC and Customers. Unless otherwise noted, this SLA is subject to the terms of the Agreement and capitalized terms contained herein shall have the meanings set forth in the Agreement.

1. Service Levels. Subject to the terms and conditions of this Agreement, SDC will use commercially reasonable efforts to make the SaaS Services under any Work Order in the aggregate Available at least ninety-nine and one-half percent (99.5%) of the time as measured over the course of each calendar month during the term of such Work Order (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any of the Exceptions described below in this Section 1.1 (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the SaaS Services under any Work Order in the aggregate to meet the Availability Requirement. “**Available**” means the SaaS Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are “**Exceptions**” to the Availability Requirement, and neither the SaaS Services will be considered to be not Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the SaaS Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Client or Authorized User, access to or use of the SaaS Services by Customer or any Client or Authorized User, or using Customer’s or a Client’s or Authorized User’s Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer Failure; (c) Customer’s or its Client’s or Authorized User’s Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by SDC pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the SaaS Services pursuant to the Agreement.
2. Service Level Failures and Remedies. In the event of a Service Level Failure where the Availability is less than 99.5%, but more than 95%, SDC shall issue a credit to Customer in the amount of ten percent (10%) of the monthly fees for the SaaS Services due for the Service Period the Service Level Failure occurred (each a “**Service Credit**”) and which shall be increased to 20% for Availability between 95% and 90%, and 30% if availability is less than 90%), provided that SDC has no obligation to issue any Service Credit unless Customer reports the Service Level Failure to SDC within 10 days of

becoming aware of it, but no later than 30 days after the applicable Service Period at the following email address: accounting@sdcclinical.com. Any Service Credit owed to Customer under this Agreement will be issued to Customer in the calendar month following the reporting of the Service Level Failure and be applied to the next invoice under such Work Order, unless there are no remaining invoices to be issued under such Work Order, in which case any unapplied Service Credit shall be refunded to Customer. This Section 2.2 sets forth SDC's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

3. Scheduled Downtime. SDC will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the SaaS Services between the hours of 9:00 p.m. and 2 a.m. during weekdays and between 9 p.m. Friday and 2 a.m. Monday Eastern Time; and (b) give Customer at least twenty-four (24) hours prior notice of all scheduled outages of the SaaS Services ("**Scheduled Downtime**").
4. Service Support. The SaaS Services include SDC's customer support services ("**Support Services**") at the support levels Customer purchases in the applicable Work Order as set forth or linked to in the applicable Work Order (the "**Support Exhibit**"). SDC may amend, but not materially reduce SDC's obligations or add any material obligation to Customer under, the Support Exhibit from time to time in its sole discretion. Customer may purchase enhanced Support Services separately at SDC's then current rates.