RouteSmart Engine and RouteSmart Optimize Service Level Agreement

This RouteSmart SaaS Service Level Agreement ("SLA") is a policy governing the use of RouteSmart SaaS products under the terms of the Agreement for Use of RouteSmart Technology and Services ("SaaS Agreement") between RouteSmart Technologies, Inc. ("RouteSmart", "us" or "we") and users of SaaS products ("Client" or "you"). Unless otherwise provided herein, this SLA is subject to the terms of the SaaS Agreement and terms will have the meaning specified in the SaaS Agreement. We reserve the right to change the terms of this SLA in accordance with the SaaS Agreement at our sole discretion.

Service Commitment

RouteSmart will use commercially reasonable efforts to make Availability (defined below) of SaaS products of at least 99.5% (Service Commitment) during each calendar year quarter.

RouteSmart's data and records will be the sole basis for all SLA calculations and determinations. In the event Covered Services (defined below) do not meet the Availability Service Commitment, you will be eligible to receive a Service Credit as described below in the Service Credits/Remedies section.

Definitions

Covered Services means RouteSmart Engine and RouteSmart Optimize.

Availability for a given calendar year quarter will be calculated according to the following formula:

TQM = Total Quarterly Minutes; TQMA = Total Quarterly Minutes Available
Availability = (TQMA / TQM) x 100

TQMA will not be decremented for:

- Scheduled maintenance
- Use of the Services in a manner that is inconsistent with the Agreement or RouteSmart's reasonable instructions
- Use of Beta, evaluation, or free Services
- Any Client data or application programming anomalies
- Any Client infrastructure issues (such as Internet connectivity or bandwidth limitations)
- Any termination or suspension of Client's account in accordance with the terms of the Agreement
- Any events beyond RouteSmart's reasonable control
- Any Force Majeure event (unforeseen causes beyond the party's reasonable control such as fire, explosion, lightening, water, acts of GOD, war, civil disturbances, terrorism)

Service Credits/Remedies

If the Availability percentage drops below 99.5% for a calendar year quarter a Service Credit will be applied to the Client's next invoice.

The Service Credit will be computed as 99.5% minus the Availability, rounded up to a full percent.

The computation for a Service Credit is based on the prorated portion of the Client's fee that covers the calendar year quarter in which the Availability fell below the Service Commitment. In the case of credits, the basis will be the dollar equivalent to the credits consumed during the relevant calendar year quarter.

Service Credits will only be applied against future invoices. No refund of prior fees nor additional subscription time nor additional credits will be provided as a Service Credit.

Unless otherwise expressly stated in the SaaS Agreement, your sole and exclusive remedy for any system unavailability or other failure by us to provide Services is the receipt of a Service Credit in accordance with the terms of this SLA.

In the event the Client is not current in its payment obligations (regardless of cause) Service Credits will not be issued until the Client becomes current in their payment obligations.