



# YouTestMe

Service-Level Agreement

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This Service-level Agreement is made on **DATE** (the "Effective Date") between YouTestMe, with its principal place of business at Toronto, Ontario, Canada, and **CLIENT**, with its principal place of business at **CITY, STATE, COUNTRY** (the "Client").

## 1 DEFINITIONS

The following definitions shall apply:

**"Effective Date"** has the meaning specified in the introduction to this agreement.

**"Client"** has the meaning specified in the introduction to this agreement.

**"Production Instance"** refers to the following instance of YouTestMe GetCertified - **NAME.youtestme.com**.

**"Delivery Date"** means the date when the production instance was delivered to the client.

**"Exclusions"** has the meaning specified in Section EXCLUSIONS;

The **"Monthly Uptime Percentage"** for a given service instance is calculated by subtracting from 100% the percentage of minutes during the month when YouTestMe Knowledge Examination production instance was subject to an Outage. If YouTestMe Knowledge Examination production instance is run for only part of the month at the Client's request, that instance is assumed to be 100% available for that portion of the month during which it was not running. The monthly uptime percentage does not include downtime resulting directly or indirectly from any Exclusions;

**"Incident"** means any defect, problem or error regarding Software or Equipment purchased or leased from YouTestMe;

**"Maintenance Window"** means the timeframe beginning at 11:00 p.m. in the evening and ending at 05:00 a.m. the following morning (**TIMEZONE**) any day during the Term of the agreement;

**"Outage"** has the meaning specified in Section OUTAGE;

**"Planned Maintenance"** has the meaning specified in Section PLANNED MAINTENANCE; and

**"Service Credit"** is a credit on dollars, calculated as indicated in Section SERVICE CREDITS, which YouTestMe may credit to an eligible account.

**"Initial Term"** has the meaning specified in Section TERM.

**"Renewal Term"** has the meaning specified in Section TERM.

**"Term"** has the meaning specified in Section TERM.

## 2 AVAILABILITY

YouTestMe shall use commercially reasonable efforts to ensure YouTestMe Knowledge Examination availability, as measured by the Monthly Uptime Percentage for YouTestMe Knowledge Examination production instance, is at least 99.5% of the time, based on 24/7 availability. This commitment will commence from the Go-Live Date.

Incidents and Outages reported by the Client will receive response(s) and resolution in accordance with the process and timeframes specified in Sections OUTAGE of this agreement.

If the Monthly Uptime Percentage in any month falls below 99.5%, YouTestMe will provide the Client with Service Credit in accordance with Section SERVICE CREDITS.

## 3 EXCLUSIONS

The service commitment does not apply to the unavailability, suspension, or termination of YouTestMe Knowledge Examination or to any other performance issues in regard to YouTestMe Knowledge Examination that:

- a) result from factors outside our reasonable control, including any superior *force*, service interruption by a public utility or third-party provider such as Internet access, and related problems beyond the demarcation point of YouTestMe and its suppliers;
- b) result from any action or voluntary inaction by the Client or third-parties (for example, restoring snapshot data, publishing customizations, misconfiguring security groups, divulging identification settings, etc.);
- c) result from failure to comply with the guidelines described in YouTestMe's user guide;
- d) result from your equipment, software or any other third-party technology, device, or software (other than third-party equipment under our direct control);
- e) result from Planned Maintenance in accordance with Section PLANNED MAINTENANCE;
- f) result from any interruption imposed by a judgment or any enforceable decision by a competent authority; and
- g) result from the suspension and termination of your right to use YouTestMe Knowledge Examination.

(collectively, "**Exclusions**").

## 4 OUTAGE

When the Client believes that an Outage has occurred, the Client will report the Incident to YouTestMe.

The Client will be able to report its belief that an Outage may have occurred to Contractor twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

If YouTestMe detects an Outage through its automated monitoring systems or other means, YouTestMe shall notify the Client that an Outage has occurred as soon as practicable, but in any event no later than two (2) business days after the first discovery of the Outage.

An Outage is deemed to occur if the Client experiences and reports to YouTestMe:

- a) a complete inability to use YouTestMe Knowledge Examination;
- b) a reoccurring, temporary inability to use YouTestMe Knowledge Examination or
- c) an inability to use YouTestMe Knowledge Examination features or functions that are required for the Client to perform its critical business functions; and
- d) YouTestMe confirms the Outage when it issues its Follow-up Service Call

Provided that an Outage is confirmed by YouTestMe, the Outage is agreed to have started (for the purposes of calculating Monthly Uptime Percentage) as at the time when the Client notified YouTestMe.

An Outage is considered resolved at the time that YouTestMe has completed investigating and rectifying the problem as is reasonably acceptable to the Client.

For Suspected Outage Severity Level Critical and High incidents, a Follow-up Service Call shall be made available by YouTestMe to the Client within **five (5)** days of the Outage.

## 5 PLANNED MAINTENANCE

YouTestMe may, upon providing at least **seven (7) days** prior written notice to the Client (which may be given by email), cause YouTestMe Knowledge Examination to be un-Available for a period of time (“**Planned Maintenance**”) that does not exceed three (3) consecutive hours, unless mutually agreed upon by the parties.

If Planned Maintenance will last longer than five (5) hours, YouTestMe shall notify the Client in writing at least **twenty-one (21) days** in advance, unless mutually agreed upon by the parties, and obtain the Client’s approval, unless the Planned Maintenance is required by an urgent event as described in this section.

Planned Maintenance shall be performed during the Maintenance Window, and not more than once per month, unless such Planned Maintenance is required due to urgent events outside of YouTestMe’s direct control, in which case YouTestMe will provide as much notice as is practicable.

Unless Planned Maintenance occurs during the Maintenance Window, it will apply against YouTestMe Knowledge Examination availability requirement.

Regarding delivery of customizations, the Client will be notified at least one (1) day in advance, and there is no maximum of deliveries per month, and these deliveries will be carried out at times agreed with the Client.

## 6 CAPACITY

YouTestMe shall maintain the capacity of the production environment such that YouTestMe Knowledge Examination supports **NUMBER** concurrent users (users using YouTestMe Knowledge Examination at the same time). The Client can send the written request to YouTestMe, requesting from YouTestMe to scale YouTestMe Knowledge Examination to accommodate any growth above **NUMBER** concurrent users. YouTestMe will send the time and cost estimates for such an upgrade, and will scale YouTestMe Knowledge Examination to accommodate any growth above **NUMBER** concurrent users upon placement of a purchase order by the Client.

YouTestMe's N-Tier computing provides a centralized common service platform, in this case YouTestMe's Command Centre which communicates with distributed mobile field modules. The Command Centre manages users, security, messages and transaction data integrity. The advantage for the agency is great flexibility and interchangeability in adapting workflows. This architecture supports **NUMBER** concurrent users, and will accommodate future growth in a manner defined in this section.

## 7 DISASTER RECOVERY

YouTestMe shall be responsible for providing disaster recovery Services if YouTestMe experiences or suffers a disaster. YouTestMe shall take all necessary steps to ensure the Client shall not be denied access to the services for more than, subject to the availability of the underlying hosting service provider, five (5) hours in the event there is a disaster impacting the any Contractor infrastructure necessary to provide the Service.

All hosting infrastructure required to support YouTestMe Knowledge Examination (including without limitation parking rights servers, and application and data servers) is redundant and will not suffer a loss of service.

## 8 TECHNICAL SUPPORT

YouTestMe will ensure:

- a) **Dedicated personnel for Technical support**
- b) Availability via email, **Webex or phone**
- c) **Response time of up to TIME / Immediate response from TIME to TIME** on business days
- d) Regular software updates
- e) Free previews of new application upgrades (so you can decide if you would like to upgrade)
- f) Assistance with the installation of application upgrades
- g) Up-to-date manuals and best practices instructions for users and system administrators
- h) All training materials

## 9 SERVICE CREDITS

Service credits are calculated as a percentage of the value of the monthly service, based on current list prices, during which YouTestMe did not respect its commitment to monthly uptime.

#	Monthly Uptime Percentage	Percentage of Service Credit (per month)
1.	Less than 99.5% but equal to or greater than 99.0%	10%
2.	Less than 99%	20%

## 10 CREDIT REQUEST AND PAYMENT PROCEDURES

In the event of a failure to maintain any of the Hosting Services, Client shall be entitled to a service credit. In order to claim a service credit, the Client must:

- request all service credits in writing to YouTestMe within thirty (30) days of the failure;
- identify the relevant incident number recorded in YouTestMe's Incident Management System.

YouTestMe will acknowledge receipt of a claim within seven (7) calendar days and will review all claims within ten (10) calendar days after receipt and inform the Client in writing by electronic email whether the service credit will be issued or whether the claim is rejected specifying the basis for rejection.

The period of time will be calculated from the moment the incident was reported by the Client to YouTestMe's support team.

YouTestMe and the Client will hold a yearly meeting of a Joint Performance Review. This committee, which will be composed of the Danilo Sretenovic, the Senior Manager, Business Applications, Information Technology and other representatives of the Client as may be required, will be mandated to meet once a year, on the anniversary date of the system go-live, and to review the performance of YouTestMe's support team.

## 11 TERM

The initial term of this agreement will begin on the Delivery Date and continue for **TIME**, unless terminated earlier (the "Initial Term").

At the end of each Term YouTestMe will offer the client an option to renew the term of **TIME**, unless terminated earlier ("Renewal Term").

"Term" means either the Initial Term or the then-current Renewal Term.

## 12 PUBLICITY

YouTestMe shall not refer to the existence of this agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of the Client.

## 13 PROPRIETARY NOTICES

The Client agrees that any copies of the Software or Documentation which it makes pursuant to this agreement shall bear all copyright, trademark and other proprietary notices included therein by YouTestMe and, except as expressly authorized herein, the Client shall not distribute same to any third party without YouTestMe's prior written consent. Notwithstanding the preceding sentence, the Client may add its own copyright or other proprietary notice to any copy of the Software or Documentation which contains modifications to which the Client has ownership rights pursuant to this agreement.

## 14 ASSIGNMENT

The Client may assign this agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business which includes the Hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without YouTestMe's consent, upon notice to YouTestMe. YouTestMe shall not assign this agreement without the Client's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this agreement.

## 15 INDEMNITY

Each party shall indemnify and keep the other party's directors, officers, employees and agents fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the other party on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above representations, warranties and/or undertakings or out of any claims by a third party based on any facts which if substantiated would constitute such a breach.

## 16 LIMITED LIABILITY

Unless otherwise expressly stated herein, neither party shall be liable to the other party for any consequential damages arising out of its own breach of this agreement.



## **17 NOTICE**

All notices required or permitted to be given by one party to the other under this agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses or to such other address as the party to receive the notice has designated by notice to the other party.

## **18 GOVERNING LAW**

The parties shall comply with all applicable laws, rules and regulations in the performance of their own obligations in this agreement. This agreement shall be governed by and construed under the laws of the State of Ontario, Canada.

## **19 SEVERABILITY**

If any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

## **20 NO WAIVER**

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

## **21 COMPLETE AGREEMENT**

This agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

## 22 BINDING EFFECT

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Client and the YouTestMe

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the day and year first above written.

This agreement has been signed by the parties.

**YouTestMe**

by its authorized signatory:

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Zoran Kukoljac, Chief Executive Officer

**CLIENT**

by its authorized signatory:

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(Signature of Authorized Signatory)

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(Print Name and Position of Authorized Signatory)