

EXHIBIT B

Infolinx Service Level Agreement

This Infolinx Service Level Agreement (“SLA”) is incorporated by reference into and made a material part of the Infolinx Subscription Agreement (“ISA”) between Infolinx and Subscriber. All terms defined in the ISA shall have the same meaning in this SLA unless expressly modified herein.

1. SERVICES LEVEL COMMITMENT. Subject to the conditions and limitations set forth hereinafter and to the provisions of the ISA Documents:

1.1. Service Level. Subscriber’s Downtime shall not exceed .1% each month during the Term of Subscriber’s ISA.

1.2. Downtime. “Downtime” starts when the Infolinx Cloud Services ceases to be available to Subscriber for (i) a single period of more than ten consecutive minutes or (ii) more than fifteen minutes during any thirty consecutive minutes due to an Infolinx Cloud Services issue as determined by Infolinx.

1.3. Limitations. The term “Downtime” shall exclude unavailability of the Infolinx Cloud Services to Subscriber due to any one or more of the following (“Excluded Incidents”):

1.3.1. Factors outside of Infolinx’s control including factors arising from or related to Microsoft’s Azure services.

1.3.2. Scheduled network, hardware, or Infolinx Cloud Services maintenance or upgrades (“Scheduled Downtime”). Infolinx will notify Subscriber prior to any Scheduled Downtime.

1.3.3. Subscriber’s hardware or software, or the hardware or software of Subscriber’s vendors or other third party service providers including Subscriber firewalls, anti-virus and other security software and hardware, loss of power, and loss of Subscriber’s connectivity to the web.

1.3.4. Subscriber’s failure to setup or modify Subscriber’s hardware or software per Infolinx’s initial instructions and after any Infolinx maintenance or upgrade to the Infolinx Cloud Services.

1.3.5. Use of the Infolinx Cloud Services during a trial, pre-release, beta or other test period.

1.3.6. Any Subscriber or unauthorized user conduct occurring on or via Subscriber’s hardware or software including improper use of the Infolinx Cloud Services by an Authorized User or an unauthorized users use of or attempts to use Subscriber’s access credentials, or Subscriber’s violation of the provisions of any ISA Documents.

1.3.7. Malware of any kind attributable to Subscriber or any source other than Infolinx’s internal network, hardware or software.

1.3.8. Infolinx’s suspension or termination of Subscriber’s access to the Infolinx Cloud Services in accordance with any ISA Documents including Subscriber’s failure or refusal to pay all applicable Fees.

1.4. Site Licensed Software. This SLA does not apply to any site licensed version of Infolinx’s records management software.

1.5. Modifications. Infolinx may modify this SLA at any time upon ninety (90) days prior notice to Subscriber which may be given by posting the revised service level agreement terms at (<http://www.infolinx.com/cloud/SLAProvisions> or alternative URL Infolinx may identify) or by other notice given in accordance with this SLA or as otherwise contemplated in the ISA Documents.

1.6. No Third Party Beneficiary Rights. Nothing in this SLA shall entitle Subscriber to enforce any rights that Infolinx may have under the Azure Agreement. Subscriber acknowledges that Subscriber is not intended to be and has no rights as a third party beneficiary under this SLA, the Azure Agreement, or any other ISA Documents.

2. CREDITS.

2.1. Lost Minutes. Downtime incidents shall be measured in “Lost-Minutes” which shall mean the total number of minutes Infolinx Cloud Services are not available, for reasons other than Excluded Incidents, rounded to the closest minute.

2.2. Percentages. For purposes of determining Subscriber’s Downtime Percentage and thus the applicable Fee Credit Percentage attributable to a Downtime incident, Subscriber’s Lost Minutes shall be divided by the total number of minutes in the month the Downtime incident occurred.

2.3. Fee Credit Calculation. Upon Infolinx’s confirmation of a Downtime incident and determination of Subscriber’s Lost Minutes and Downtime Percentage, Infolinx shall extend to Subscriber a Fee credit as follows:

Downtime Percentage	Fee Credit Percentage
>1.0%	1%
>10.0%	10%
>20.0%	100%

2.4. Fee Credit. Subscriber’s actual Fee credit shall be determined by multiplying the applicable Fee Credit Percentage by Subscriber’s monthly Fees attributable to the Infolinx Cloud Services excluding any applicable taxes.

3. SUBSCRIBER CLAIM.

3.1. If Subscriber experiences a Downtime incident, then Subscriber may submit a claim for a Fee Credit. Infolinx will not automatically issue a Fee Credit absent a Subscriber claim. Subscriber’s claim must include: (i) a detailed description of the Downtime incident; (ii) information regarding the duration of the Downtime; (iii) the number and location(s) of affected Authorized Users; and (iv) a description of Subscriber’s attempts to resolve the incident at the time of occurrence. Infolinx must receive Subscriber’s claim and all required information by the end of the calendar quarter following the quarter in which the Downtime incident occurred.

3.2. Infolinx will evaluate all information reasonably available to us and make a good faith judgment on whether a Fee Credit is owed. Infolinx will use commercially reasonable efforts to process claims during the subsequent quarter and within ninety (90) days of receipt. Subscriber must be in compliance with the Agreement in order to be eligible for a Fee Credit. If Infolinx determines that a Fee Credit is owed to Subscriber, Infolinx will apply the Fee Credit to future Subscriber’s Fees, if any.

4. OTHER ISA PROVISIONS. Nothing in this SLA is intended to nor shall it waive, modify or otherwise affect any warranties, representations, disclaimers, or limitations on liability set for in the ISA or any other ISA Documents.

Infolinx

Subscriber

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____