

EXHIBIT - C**SERVICE LEVEL AGREEMENT**

The SaaS Services will achieve System Availability [as defined below] of at least [●] % during each calendar year of the Subscription Term. All other SaaS Services will achieve System Availability [as defined below] of at least [●] % during each calendar year of the Subscription Term.

1. **“System Availability”** means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from:
 - 1.1. scheduled maintenance,
 - 1.2. events of Force Majeure as defined in the SaaS Agreement,
 - 1.3. malicious attacks on the SaaS System/Software;
 - 1.4. issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or
 - 1.5. inability to deliver Services because of acts or omissions or commissions of Customer or any User. AnalyticVue reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and AnalyticVue reserves the right to change its maintenance window upon prior notice to Customer.

If AnalyticVue fails to meet System Availability in the year, upon written request by Customer within thirty [30] calendar days after the end of the year, AnalyticVue will issue a credit in Customer’s next invoice in an amount equal to 1% of the yearly fee for the affected SaaS Services for each 1% loss of System Availability below stated SLA per SaaS Service, up to a maximum of the Subscription Fee for the affected SaaS Services. If the yearly Subscription Fee has been paid in advance, then at Customer’s election AnalyticVue shall provide a credit to Customer to be used for additional AnalyticVue subscription or Subscription Term extension. The remedy stated in this paragraph is Customer’s sole and exclusive remedy for interruption of SaaS Services and AnalyticVue’s failure to meet availability.