



NBI Optimizer® Service Level Agreement

This NBI Optimizer® Service Level Agreement (SLA) governs the availability of online services identified below as made available to Licensee under the terms of the License Agreement (Agreement).

1. Definitions

“Online Services” means the online functions of NBI Optimizer including access to website at <https://nbioptimizer.ids.software>, data analytics services, preservation planning scenarios analysis services, geospatial services, and report generation, document management, and interactive dashboard services.

“Downtime” means periods during which “Online Services” are not available.

“Service Uptime Percentage” means one hundred percent (100%) of time less than any Downtime during the Service Period, calculated in one (1) minute intervals.

“Planned Downtime” means Downtime for scheduled maintenance. IDS will use commercially reasonable efforts to announce any Planned Downtime as early as possible but no less than eight (8) hours.

“Excluded Downtime” includes any Downtime resulting from events beyond IDS’ reasonable control, including, but not limited to: force majeure events, denial of service attacks, network disruptions, any third-party software or hardware used to access Online Services.

“Service Period” means a standard 12 months period covered by the annual subscription, starting from the day in which payment for Services is received from Licensee.

“SLA Credit” means a credit applied Licensee’s subscription when the Service Commitment is not met.

2. Services Availability.

IDS is committed to make commercially reasonable efforts to ensure that the Online Service available 24/7/365, and guarantees Service Uptime Percentage of ninety-nine percent (99%). The Downtime will exclude Planned Downtime that is communicated to the Licensee more than eight (8) hours before the incident or any Excluded Downtime. If the Licensee experiences uptime less than 99% during a Service Period, the Licensee should report these incidents to IDS. Once incidents are verified by IDS, an SLA Credit equivalent to the amount of Downtime in excess of the one percent 1% Downtime permitted under this SLA will be issued to the Licensee’s account. Licensees may choose to apply the SLA Credit towards next Service Period subscription or request a refund equivalent to that SLA Credit.