

VENDA SERVICE LEVEL COMMITMENT

Service Level Commitment

Venda commits to provide 99.5% Site Availability with respect to the Service during each calendar quarter of the term, excluding any Permitted Downtime.

If in any calendar quarter this commitment is not met by Venda and Customer was negatively impacted (i.e. attempted to log into or access the Service and failed due to unscheduled downtime of the Service), Venda shall provide, as the sole and exclusive remedy, a service credit equal to 1 month's fee for use of the Service.

Credit Request

In order to receive a service credit under this Service Level Commitment, Customer must request it simply by emailing Venda at billing@netsuite.com, within 5 days of the end of the applicable quarter. If Customer submits a service credit request and does not receive a prompt automated response indicating that the request was received, Customer must resubmit the request because the submission was not properly received and will not result in a service credit.

Customers who are past due or in default with respect to any payment or any material contractual obligations to Venda are not eligible for any service credit under this Service Level Commitment.

A service credit is valid for up to 2 years from the quarter for which the service credit was issued. Venda shall calculate any Service Level Commitments using Venda's system logs and other records.

Permitted Downtime

Venda shall be permitted to incur downtime in accordance with the following (**Permitted Downtime**).

Permitted Downtime occurs if either (i) significant Service-affecting maintenance work is carried out and Venda has provided 7 days' notice of such activity to Customer; (ii) maintenance work is carried out on a Site by Venda and Venda has provided 72 hours' notice of such planned maintenance activity to Customer; or (iii) emergency maintenance work is carried out on the Site by Venda between the hours of 1.00 am and 7.00 am (UK time).

Updates/Notice

This Service Level Commitment may be amended by Venda in its discretion but only after providing 30 days advance notice. Notices will be sufficient if provided to a user designated as an administrator of your Venda account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen; or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

Definitions

For the purposes of this Service Level Commitment, the following terms shall have the following meanings:

Page(s) means the home page of a Site, and such other pages of a Site as shall be agreed by the parties as being a fair representation of a Site (to include goods pages, category pages and 'add to basket' pages, but excluding pages (i) whose Delivery is reliant on third parties with whom Venda does not have a direct contractual relationship and/or with whom Venda has no contractual remedy for unavailability or Customer; and/or (ii) which carry more than 700KB each).

Quarterly Minutes means the number of minutes in a calendar quarter.

Site Availability means the percentage of Quarterly Minutes in a calendar quarter during which (i) visitors are able to access Pages of the Site; and (ii) the Site is down during any Permitted Downtime.