YouTestMe

Service-Level Agreement

Table of Contents

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 System - 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 System production instance was subject to an Outage. If YouTestMe System 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 System availability, as measured by the Monthly Uptime Percentage for YouTestMe System production instance, is at least 99.5% of the time, based on 24/7 availability. This commitment will commence from the Delivery 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 HOSTING INFRASTRUCTURE AND LOCATION

All system components will be hosted exclusively using the Microsoft Azure infrastructure:

- https://azure.microsoft.com/en-us/

The instance of YouTestMe System that the Client will be using will be hosted in Canada/United States/Germany.

4 EXCLUSIONS

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

a) result from factors outside of YouTestMe 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 user guide;
d) result from client's 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 client's right to use YouTestMe System.

(Collectively, "**Exclusions**").

5 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 System;
   b) a reoccurring, temporary inability to use YouTestMe System or
   c) an inability to use YouTestMe System 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.

6 PLANNED MAINTENANCE

YouTestMe may, upon providing prior written notice to the Client (which may be given by email), cause YouTestMe System 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 three (3) hours, YouTestMe shall notify the Client in writing at least **seven (7) 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 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 System 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.

7   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%

8   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 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 support team.

9   RETENTION OF RECORDINGS OF PROCTORED TEST ATTEMPTS

If the client uses YouTestMe proctoring, YouTestMe agrees to retain recordings of proctored test attempts within the system for a period of thirty (30) days from the moment each test attempt is started. During this retention period, the Client shall have the option to download the proctored videos, ensuring their availability for external storage. YouTestMe shall provide a download mechanism within the specified timeframe to allow the Client to retrieve and store the recordings independently. It is understood that after the expiration of the aforementioned thirty (30) days, YouTestMe shall have no obligation to retain or provide access to these proctored recordings which will be deleted from the system, and the Client is encouraged to exercise their option to download and store the videos externally within the stipulated timeframe.

10 TECHNICAL SUPPORT

Support will be provided with the following terms:
- A. Availability: Support is available at all times, 24 hours a day, 7 days a week.
- B. Response time: Up to eight (8) hours.
- C. Support channels: Assistance will be provided email.
- D. End-user access: Support will be available to administrators.

A dedicated support representative will be provided with the following terms:
- A. Availability: During **one (1), two (2), or three (3)** eight-hour shifts per day, on business days **and weekends**.
- B. Response time: Immediate response time, subject to slight variations depending on the volume of support requests.
- C. Support channels: Assistance will be provided via phone, in-app chat, or email.
- D. End-user access: Support will be available to all end-users, including test candidates.

10.1 DATA ACCESS BY YOUTESTME SUPPORT

YouTestMe support team, located outside of Canada, may access the Client's instance of the YouTestMe system for the sole purpose of providing support and services outlined in the End-User License Agreement (EULA), Service Level Agreement (SLA), or any other contract signed between the Client and YouTestMe. This access is strictly limited to authorized personnel within the support team who are bound by confidentiality agreements and have undergone appropriate training on data protection and security measures.

Client data accessed by the support team will be handled with the utmost confidentiality and used solely for the purpose of resolving technical issues, providing assistance, and improving service quality.

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, the agreement will automatically renew for an additional period of TIME, unless terminated earlier ("Renewal Term").

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

12 FEES

As consideration for the services granted to Client herein, Client shall pay to YouTestMe the total sum stated in the End-User License Agreement.

13 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 consent, upon notice to YouTestMe. YouTestMe shall not assign this agreement without 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.

14 INDEMNITY

The Licensor shall indemnify the Licensee against third-party claims solely alleging intellectual property infringement arising from the Licensee's authorized use of the Software, provided the Licensee promptly notifies the Licensor and cooperates fully in the defense.

The Licensor shall not be liable for any claims or damages resulting from:
   A. Unauthorized modifications to the Software,
   B. Misuse of the Software, or
   C. Use outside the scope of this Agreement.

The Licensee shall indemnify and hold the Licensor harmless against any claims arising from the Licensee's misuse, non-compliance, or breach of this Agreement.

15 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.

16 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.

17 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.

18 SEVERABILITY

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

19 NO WAIVER

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

20 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.

21 BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of both the Licensee and Licensor.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

YouTestMe
by its authorized signatory:

CLIENT
by its authorized signatory:

_____

Zoran Kukoljac, Chief Executive Officer

_____
(Signature of Authorized Signatory)

_____
(Print Name and Position of Authorized Signatory)