

Service Availability Statement

"Scheduled Downtime" shall mean certain period when the Service may be inaccessible or inoperable to permit PBSI to perform maintenance support services. PBSI shall use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service. Scheduled Downtime is typically the 4 hour period from 6:00 AM to 10:00 AM EST, each Sunday. When extended maintenance is required by PBSI, the maintenance window may be extended to 12:00 Noon EST.

"Total time in a quarter" shall mean total number of minutes available during rolling calendar quarter.

"Unexpected Downtime" shall mean any minutes when the Service is unreachable by Client. PBSI uses external monitoring services to monitor Service Availability. If the Service fails to respond positively to the external monitoring service in over fifty percent (50%) of the tests, the Service is considered unavailable.

"Service Disruption" shall mean the downtime arising from causes beyond the reasonable direct control of PBSI, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure event as described in the Agreement.

PBSI warrants that the Service will be available 99.9% of the Available Hours of Operation, as calculated below:

Availability will be calculated on a rolling calendar quarter basis. Rolling calendar quarter is defined as the current calendar month and the two months immediately preceding the current. The formula used to calculate Availability is:

$$\frac{[(\text{Total time in a quarter} - \text{Unexpected Downtime} - \text{Scheduled Downtime} - \text{Service Disruption}) / (\text{Total time in a quarter} - \text{Schedule Downtime} - \text{Service Disruption})] * 100}$$