

Exhibit A Service Level Agreement

Raintree shall use commercially reasonable efforts to provide the following Uptime service level agreement ("SLA") to Customer:

1. The Subscription shall maintain a 99% Uptime level, which means that the Software will be accessible and operational in accordance with its Documentation 99% of the time during any calendar month, except as provided below.
2. "Uptime" percentage will be calculated each calendar month, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded}}{\text{total}} \right) * 100 \right] = \text{Uptime Percentage}$$

- 2.1 "Total" constitutes the total number of minutes in the applicable calendar month.
- 2.2 "Non-excluded" constitutes the total number of minutes of System Unavailability during the applicable calendar quarter that is not attributable to Excluded Events. "System Unavailability" means the inability to access and use the Software as described in the Documentation.
- 2.3 "Excluded Events" include the following:
 - a. Planned downtime, which shall be any period for which Raintree gives 24 hours or more notice that the Software will be unavailable.
 - b. Emergency downtime, which is defined as those times where Raintree becomes aware of a vulnerability or major defect in the Software which, based on a risk assessment of the vulnerability or critical nature of the defect, Raintree deems to require immediate remediation and, as a result, the Software is made temporarily unavailable in order for Raintree to address the identified vulnerability or critical defect.
 - c. The inability of Customer to access the Software due to Internet, telecommunications, hardware, technology, software, user error, or other issues outside the reasonable control of Raintree.
 - d. Any vendor API downtime that results in a failure to provide data to Raintree.
3. For any partial calendar month covered by the Agreement, the Uptime Percentage for that period will be calculated based on the total number of minutes in that portion of that calendar month. When requested, Raintree shall deliver to Customer a report containing statistics on Uptime Percentage. In the event

Customer is unable to access the Software, Customer must notify Raintree by creating a case in Raintree's customer relationship management application.

4. If Raintree fails to maintain the required Uptime Percentage in a given calendar month, Raintree shall use commercially reasonable efforts to restore the Software and achieve the required Uptime Percentage in subsequent months.
5. In the event Raintree needs to take its servers hosting the Software down for repairs, upgrades or routine maintenance, Raintree will use commercially reasonable efforts to minimize the impact of such operations on Customer's business and provide a minimum of 24 hours advance notice to Customer by email of any planned system outages.
6. This SLA will be in effect until and unless superseded by a revised SLA, at the discretion of Raintree, at any time. All revisions to this SLA will be first published to Raintree's website and may also be communicated to Customers by email; however, all Customers have the responsibility to monitor for such updates on the website.
7. Customer shall assist Raintree in determining the cause(s) of any Software performance issues related to Customer's access and use of Software. This includes, but is not limited to, providing access, upon request, to Customer's end-user workstation hardware, local area network hardware components, wide area network hardware components, Internet Service Provider account information and such other requested access. Failure by Customer to cooperate with Raintree requests shall void all applicable SLAs set forth herein.
8. RAINTREE SHALL USE COMMERCIALY REASONABLE EFFORTS TO ABIDE BY THE SLA SET FORTH HEREIN AND PROVIDE THE RESOLUTIONS TO THE FAILURE TO MEET THE SLA AS SET FORTH HEREIN. THE REMEDIES SET FORTH IN THE SLA ARE EXCLUSIVE AND CUSTOMER'S SOLE REMEDIES AND RAINTREE'S SOLE LIABILITY UNDER THE SLAS.