

Exhibit C

SERVICE LEVEL
AGREEMENT

1. Scope of the Service Level Agreement

1.1 Overview. This Service Level Agreement (“SLA”) describes the standard software as a service support levels currently offered by QuesTek Innovations, LLC or its Affiliates (“**Provider**”) to Customer. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement.

1.2 Definition of Support Services. This SLA describes the availability and support offered by Provider for the Provider Subscription Services between Provider and Customer.

1.3 Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, pandemics, epidemics, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of applicable law(s) or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of thirty (30) days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

2. Service Availability & Scheduled Maintenance

2.1 Service Availability. QuesTek will use commercially reasonable efforts to provide availability to the SaaS Services, in accordance with the QuesTek Materials and terms and conditions hereof, at least ninety nine percent (99%) of the time (“**Service Level**”) as measured over the course of each calendar month (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any of the Exceptions described below in **Section 2.2** (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the SaaS Services to meet the Availability Requirement. "**Available**" means the SaaS Services is available for access and use by Client and its Authorized Users over the Internet and operating in material accordance with the QuesTek Materials. This does not include any customer owned resources (such as SSO) that may be connected to the software,

2.2 Service Availability Exceptions. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the SaaS Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Client or its Authorized Users to access or use the SaaS Services that is due, in whole or in part, to any:

- (a) Scheduled Downtime;
- (b) SaaS Services downtime or degradation due to a Force Majeure Event;
- (c) an act or omission by Client to use of the SaaS Services, or using Access Credentials, that does not strictly comply with this Agreement and the QuesTek Materials;
- (d) Client’s internet connectivity;

(e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by QuesTek pursuant to this Agreement; This should include issues/interruptions caused by any changes from resources managed by QuesTek's subcontractors, not by QuesTek directly.

(f) any other circumstances beyond QuesTek's reasonable control, including the Authorized User's use of Third Party Materials, misuse of the SaaS Services, or use of the SaaS Services other than in compliance with the express terms of this Agreement and the QuesTek Materials; and

(g) any suspension or termination of the Authorized User's access to or use of the SaaS Services as permitted by this Agreement.

2.3 Service Level Failures and Remedies. In the event of a Service Level Failure, QuesTek shall issue a credit to Client in the amount of three percent (3 %) of the prepaid prorated monthly fees for the SaaS Services due for the Service Period the Service Level Failure occurred (each a "**Service Credit**"), subject to the following:

(a) QuesTek has no obligation to issue any Service Credit unless Client (i) reports the Service Failure to QuesTek immediately on becoming aware of it; and (ii) requests such Service Credit in writing within 7 days of the Service Level Failure; and

(b) In no event will a Service Level Credit for any Service Period exceed 10 percent of the total fees for the SaaS Services that would be payable for that Service Period if no Service Level Failure had occurred.

Any Service Credit payable to Client under this Agreement will be issued to Client in the calendar month following the Service Period in which the Service Credit was properly requested. This **Section 2.3** sets forth QuesTek's sole obligation and liability and Client's sole remedy for any Service Level Failure.

2.4 Scheduled Downtime. QuesTek will use commercially reasonable efforts to; (a) schedule downtime for routine maintenance of the SaaS Services between the hours of 0:00 AM. and 6:00 AM., US Central Time; and (b) give Client at least 4 hours' prior notice of all scheduled outages of the Hosted Services ("**Scheduled Downtime**").

3. Technical Support and Response Time and Target Resolution Service

3.1 QuesTek will provide Customer and Authorized Users with technical support and assistance from 9:00 AM to 5:00 PM USA Central Time on business days Monday through Friday, excluding holidays.

3.2 In addition, upon notification by Customer of a request for SaaS Services issue resolution, QuesTek shall begin work on the resolution of the problem according to the determined prioritization by QuesTek. As used herein, "**Resolution**" means to correct a SaaS Services error or defect or to provide a commercially reasonable workaround or remediation for a SaaS Services error or defect. QuesTek shall provide problem resolution in the appropriate "**Severity Levels**" as described herein and within the time limits specified below.

Severity Levels	Impact Definition	Response Time	Target Resolution Time
Critical	The SaaS Services are affected or compromised in a mission critical manner, i.e. issue affecting entire system; System down or with widespread access interruptions.	Initial Response Time within 1 hour during the Technical Support time; updates every 4 hours during the business hours outlined in section 3.1 above	within 3 business days
High	A substantial portion of the SaaS Services is unavailable and system operating in materially degraded state.	Initial Response within 4 hours during the Technical Support time; updates every 8 hours	within 7 days
Medium	The SaaS Services are affected or compromised but not in a mission critical manner, i.e. a portion of the SaaS Services is unavailable but users can still access and Use the SaaS Services; Primary component failure that materially impairs its performance; or data integrity or access is materially impaired on a limited basis.	Initial Response Time within 1 business day	within 30 days
Low	The SaaS Services are not significantly impacted. The SaaS Services are functional, but a defect exists which should be corrected.	Initial Response Time within 7 business days	within 90 days

In the case a severity rating and/or priority level is updated after an issue determination was originally created, the SLA is updated as follow:

- Priority upgrade: reset SLA from time of escalation.
- Priority downgrade: SLA time remains the same from time of creation/identification of finding.

4. **Exclusions, Review & Validity of SLA**

4.1 **Review.** The services described in this SLA will be reviewed and amended from time to time by QuesTek and the then current version of this SLA will be made available on the Client portal of the SaaS service. QuesTek may review and change this SLA over time but cannot materially reduce its obligations herein without prior Client written approval.

4.2 **Validity.** This SLA is valid during any Term of use of the SaaS Services set forth in the Order Form.

4.3 **Exclusions.** QuesTek will use reasonable commercial efforts to resolve all support requests submitted by Client as set forth in **Section 3** above, except for issues reported to the extent due to the following factors:

- (a) Changes in the Authorized User environment on the Client workstation to unsupported software or hardware.
- (b) Where Client has used the SaaS Services in a manner other than in accordance with the Documentation or the Agreement.
- (c) Problems created because of Client's changes to Client's software, operating systems or hardware, telecommunications problems.
- (d) QuesTek shall have no obligations under this agreement during any period in which Client is in material breach of the Agreement, including any period in which Client has failed to meet its payment obligations thereunder.