



EHS Insight Terms of Service - EXHIBIT C

Last updated August 22, 2016

ENTERPRISE SUPPORT SERVICE LEVELS

1. Service Level Warranty. Subject to the exceptions set forth in the Agreement and this Exhibit, StarTex will use commercially reasonable efforts to provide the Subscription Services at or above the service levels defined below (the "**Service Level Warranty**"):
 - StarTex will use commercially reasonable efforts to provide 99.9% availability for its Subscription Services (the "**Availability Service Level**"). The Availability Service Level is calculated by determining the total time in minutes for a month, subtracting all planned maintenance time, and then dividing all unplanned downtime of the Subscription Services by the remaining time. StarTex's obligations with respect to the Availability Service Level are in effect during all hours of operation, except during planned maintenance windows and any approved additional maintenance windows scheduled by StarTex.
 - StarTex will notify Customer at least 3 days in advance of any additional planned maintenance occurring outside of the standard maintenance window and make efforts to accommodate Customer's needs regarding the additional maintenance requirement. StarTex will provide Customer as much notice as possible when unplanned ("**Emergency**") maintenance occurs.
 - Service requests must be submitted via web portal, e-mail or telephone.
 - StarTex will not be responsible for any hardware-related issues and if not deployed on minimum recommended hardware specifications, StarTex will not be responsible for supporting degradation of performance.
2. Service Level Agreement. The following Service Level Agreement ("SLA") commitments shall be offered commencing in the first full calendar month following the completion of Licensee's implementation.
 - SLA for Initial Response Times:
 - Priority 1 Support Messages ("Urgent"). StarTex shall respond to Priority 1 Support Messages (currently defined as production system shut-down or severe restrictions in the StarTex productive system that prevent productive work) within two (2) hours of StarTex's receipt of such Priority 1 Support Messages.
 - Priority 2 Support Messages ("High"). StarTex shall respond to Priority 2 Support Messages (currently defined as severe loss of functionality, significant restrictions in the StarTex productive system) within eight (8) hours of StarTex's receipt of such Priority 2 Support Messages.

<99.9%	10%
<95%	20%



Initial Response Within 2 Hours	
Monthly Failures	Service Credit Percentage
< 5	10%
5 or more	20%

Escalation of Support Requests Within 8 Hours	
Monthly Failures	Service Credit Percentage
< 5	10%
5 or more	20%

- Customer Must Request Remedies. In order to receive any of the Remedies, Customer must notify StarTex via email to support@ehsinsight.com within seven (7) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit

Customer's right to receive such Remedies.

- Remedies Shall Not Be Cumulative; Maximum Remedy; No Remedies if Delinquent. The Remedies set forth herein are Customer's sole and exclusive remedy for a breach of the Service Level Warranty. The aggregate maximum Remedy for any and all failures to provide Subscription Services at the level required by this Service Level Warranty that occur in a single calendar month shall not exceed one calendar month of fees. If Customer is late in making any payments owing pursuant to the Agreement at the time of the occurrence which would otherwise entitle Customer to Remedies, none of such Remedies shall be available to Customer.

4. Licensee Requirements for StarTex Enterprise Support Services.

- StarTex Enterprise Support Services Program Management. Licensee shall designate an English speaking Enterprise Support Program Manager. Such Enterprise Support Program Manager shall cooperate with the designated StarTex Support Advisor to administer the terms of this Schedule. Licensee's designated Enterprise Support Program Manager shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.
- Other Requirements.
 - In order to receive Enterprise Support Services hereunder, Licensee must: (i) continue to pay all Enterprise Support Service Fees for the Software licensed under and in accordance with the Agreement; (ii) otherwise fulfill its obligations under the Agreement and this Schedule; and (iii) inform StarTex of planned changes to Licensee's solution including changing form fields and use of the API.
 - Licensee agrees to promptly disclose to StarTex and maintain adequate and current records of all Modifications and, if needed to provide Enterprise Support Services, provide such records to StarTex.
 - Enterprise Support from StarTex for the Software licensed hereunder is limited to the following countries: USA and Canada.
 - Licensee agrees to establish and maintain an internal Help Desk to provide first level support to Licensee's Users. Such internal Help Desk(s) must be staffed with a sufficient number of support consultants trained in the support and administration of the StarTex Software during Licensee's normal working hours, but no less than eight hours a day, five days a week. All Users may have access to StarTex's support portal however, only Licensee's Help Desk employees are authorized to contact StarTex after attempting to resolve the matter. In the event Licensee does not establish and maintain a competent Help Desk in accordance with the above, StarTex reserves the right to increase Licensee's then current Enterprise Support percentage factor then in effect.
 - Enterprise Support Fees shall be paid annually in advance and shall be specified in the Order Form. Enterprise Support Services offered by StarTex may be changed annually by StarTex at any time upon three months prior written notice.

5. Term and Termination.

- The initial term of the Enterprise Support Services specified herein shall be as specified in the Order Form hereto ("Initial Term"). Following the expiration of the Initial Term, this Schedule shall automatically renew for additional one (1) year terms unless terminated by either party upon sixty (60) days written notice prior to the anniversary date of this Schedule. Enterprise Support Services offered by StarTex may be changed annually after the Initial Term by StarTex at any time upon three (3) months prior written notice.
- Notwithstanding the forgoing, StarTex may terminate Enterprise Support Services after thirty (30) days written notice of: (i) Licensee's failure to pay Enterprise Support Services Fees hereunder or Maintenance Fees under the Agreement; or (ii) other Licensee breach unless

cured within such thirty (30) day period. In the event of termination hereunder, Licensee shall be entitled to a prorata refund of any prepaid Enterprise Support Service Fees for the period in which such termination occurred.

- In the event Licensee elects not to commence Enterprise Support upon the first day of the month following initial implementation of the Software, or Enterprise Support is otherwise declined for some period of time, and is subsequently requested or reinstated, StarTex will invoice Licensee the accrued Enterprise Support Fees associated with such time period plus a reinstatement fee.

