

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is entered into between AgileQR, Inc., d/b/a 121NEXUS (“121NEXUS”), and the user of the 121NEXUS Platform (the “Customer”). “121NEXUS Platform” means the proprietary technology owned by 121NEXUS which allows manufacturers and brand owners to connect any product or printed collateral to a unique mobile website via a URL or QR code. For purposes of this SLA, the term “121NEXUS Platform” shall refer to the mobile website(s) created for Customer by 121NEXUS.

This SLA defines the obligations of 121NEXUS with respect to the availability and maintenance of the 121NEXUS Platform, and Customer’s remedies in the event that 121NEXUS fails to meet these obligations. This SLA and the Service Credits set forth herein represent 121NEXUS’s sole obligation and Customer’s sole remedy for failure to meet such Service Commitments.

121NEXUS reserves the right to change this SLA at any time, and without notice. You can view the current SLA at <https://121nexus.com/s/sla.pdf>

1. **Service Commitment.** 121NEXUS will use commercially reasonable efforts to make the 121NEXUS Platform available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the “Service Commitment”). In the event 121NEXUS does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the 121NEXUS Platform was in the state of “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below). “Unavailable” means the 121NEXUS Platform does not respond to HTTPS requests.
2. **Service Credits.** Service Credits are calculated as a percentage of the total subscription fees paid by Customer for the month in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 95.0%	10%
Less than 95.0%	30%

Service Credits will be applied only against future subscription fees due from Customer. Service Credits will not entitle Customer to any refund or other payment from 121NEXUS. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by 121NEXUS to provide the 121NEXUS Platform is the receipt of a Service Credit in accordance with the terms of this SLA.

3. Credit Requests and Payment Procedures. To receive a Service Credit, Customer must submit a claim by sending an email to billing@121nexus.com. To be eligible, the credit request must be received by 121NEXUS by the end of the second billing cycle after which the incident occurred and must include: (a) the words "SLA Credit Request" in the subject line; (b) the dates and times of each Unavailability incident that Customer is claiming; and (c) the affected URL. If the Monthly Uptime Percentage of such request is confirmed by 121NEXUS and is less than the Service Commitment, 121NEXUS will issue the Service Credit to Customer within one billing cycle following the month in which the request is confirmed. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.
4. Maintenance Windows. From time to time 121NEXUS will need to take the 121NEXUS Platform offline for maintenance purposes including, but not limited to, operating system upgrades, patches and upgrades to the 121NEXUS Platform ("Maintenance Windows"). Maintenance Windows will not exceed more than 6 hours per month. 121NEXUS will provide a minimum of 3 days notice to Customer via email prior to the Maintenance Window. Service Commitment calculations do not apply during these maintenance periods.
5. Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of the 121NEXUS Platform, or any other 121NEXUS Platform performance issues: (i) caused by factors outside of 121NEXUS's reasonable control, including any force majeure event or Internet access or related problems; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within 121NEXUS's direct control); (iv) that result from Maintenance Windows; or (v) arising from 121NEXUS's suspension or termination of Customer's right to use the 121NEXUS Platform in accordance with the Master Services and Subscription Agreement between the parties (collectively, the "Exclusions").

Effective Date: November ____, 2016