

xAlgent Restful Service Level Agreement

xAlgent is provided on a renewable, cancellable Subscription Basis under the following terms and conditions:

SERVICE OFFERINGS

Evaluate - A free 60 day subscription, accommodating a maximum of 200 transactions per month, after the initial free 60 day period if the subscription is not cancelled a \$5.00 per month subscription fee commences providing the Subscriber uninterrupted access to the service at the 200 transactions per month level (NOTE: may change if used in a commercial product).

DEFINITIONS

Transaction: A transaction is a single request made to the xAlgent RESTful webservice

Subscription: Internet network access to the xAlgent RESTful webservice upon prepayment of the selected service level fee; Subscriptions may be upgraded, downgraded, or cancelled at anytime

SERVICE

- * Should there be an interruption in service due to failure of the hosted environment, pro-rated transactions shall be credited to the affected account(s)
- * Subscription Based Service - each subscription is renewable upon the anniversary of the subscription period selected to maintain uninterrupted access to the xAlgent service offering
- * The Service is provided in a secure environment
- * Subscriber content is their own, the Service Provider (DBI) makes no claim to Subscriber Content
- * The Subscriber content is NOT retained
- * Subscriber holds harmless and indemnifies DBI from any third party claims for use of the service in breach of third party rights that may exist
- * Termination - Subscriber may cancel their subscription to the xAlgent service at anytime; The cancellation shall take effect as of the end of the current subscription period in which the cancellation is initiated; Service provider may cancel a Subscribers' subscription at anytime for breach of these terms and conditions
- * Limited Liability - Should the service be unavailable for any reason, Service Provider's Liability is limited to the refund of fees for the period service is unavailable
- * Copyright - The attributes, structures, code, technical aspects and business models of the Service are the Intellectual Property of DBI Technologies Inc. ALL RIGHTS ARE RESERVED