

ANNEX 1

Service Level Agreement.

This document contains the Service Level Agreement (SLA) for CIM (Creditinfo Malta). Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written SLA document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please do not hesitate to contact us.

SLA Objective

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Hosted and Data Services provided by CIM expressly as an addendum to the Terms and Conditions ("T&C'S") for each customer/client/consumer/administrator/end Client/Client ("CLIENT"). CIM is committed to providing a highly available and secure platform to support its CLIENTs. Providing the CLIENT with consistent access to Hosted and Data Services is a high priority for CIM and is the basis for its commitment in the form of an SLA. The SLA provides certain rights and remedies in the event that the CLIENT experiences service interruption as a result of failure of CIM infrastructure. The overall service availability metric is 99.999%, measured on a monthly basis.

1. Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

1.1 Available or Availability

When the CLIENT whose account is active and enabled has reasonable access to the Hosted Service provided by CIM, subject to the exclusions defined in Downtime Minutes below.

1.2 Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

1.3 Maintenance Time

The time period during which the Hosted Service may not be Available each month so that CIM may perform routine maintenance to maximize performance, is on an as needed basis.

1.4 Downtime

The total number of minutes that the CLIENT cannot access the Hosted Service. The calculation of Downtime Minutes excludes time that the CLIENT is unable to access the Hosted Services due to any of the following:

- (a) Maintenance Time
- (b) CLIENT's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the CLIENT's own hardware, software or Network connection
- (g) CLIENT's bandwidth restrictions
- (h) CLIENT's acts or omissions
- (i) Anything outside of the direct control of CIM

1.5 CIM Network

The network inside of CIM border routers and WAN routes to CIM datacentres.

1.6 Problem Response Time

The time period after CIM's confirmation of the Service event, from receipt of the information required from the CLIENT for CIM's Support Team to begin resolution and open a trouble ticket in CIM's systems. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, CIM shall use a reasonable method to provide CLIENT with a progress update.

2. Maintenance Notices

CIM will communicate the date and time that CIM intends to make the Hosted or Data Services un-Available via email at least forty-eight (48) hours in advance (or longer if practical). The CLIENT understands and agrees that there may be instances where CIM needs to interrupt the Services without notice in order to protect the integrity of the Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

2.2 Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to our website soon after or during the change.

2.3 Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

2.4 Planned Maintenance

These are changing control's being done to:

- Support on-going product and operational projects to ensure optimal performance.
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be advised 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to CIM, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

3. Service Levels

3.1 Term of the Service Level Agreement

This Service Level Agreement ("Agreement") applies to the Client's use of the Hosted or Data Services once *either* of the following occurs:

1. The "stabilization period," as defined in the Statement of Work (if any), is completed.
2. Ninety (90) days have passed since the Services were provisioned (signed agreement).

3.2 Measurement

CIM checks system logs to confirm if services were available. The client agrees that any disputes about this service agreement will be resolved based solely on the information from these logs.

The delivery time calculation does not include complications from outside forces including but not limited to ISP delays or failures, CLIENT Internet connectivity issues, blacklisting, spam filtering, systemic Internet failures, DDOS attacks, recipient policies, recipient network, and other foreseen interruptions.

The Service level metric for 99.999% availability during 'normal' office hours. Normal office hours is defined as 8am - 5pm, Monday to Friday and 9am - 1pm Saturday (excluding Sundays and Bank/Public Holidays).

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	Credit Amount of Monthly Fee
> 97.9% but < 99.8%	1%
> 96.9% but < 97.9%	3%
< 96.9%	5%

4. Problem Response Time

CIM's failure to meet the Service level metric for Problem Response Time for a month shall result in a Service Level Credit calculated per incident at a credit amount indicated. The response time per incident will vary upon the degrees defined below:

Category Level	Criteria	Problem Response Time
1	All users with no access to the services.	45 Minutes
2	Numerous users with no access to the services.	60 Minutes
3	Isolated users with limited access to the services.	8 Hours
4	Intermittent problem	24 Business Hours

5. Remedy and Procedure

The CLIENT's remedy and the procedure for obtaining the CLIENT's remedy in the event that CIM fails to meet the Service level metrics set forth above are as follows:

To qualify for remedy:

- (a) There must be a support ticket documenting the event within 72 hours of the service interruption
- (b) CLIENT account must be in good standing with all invoices paid and up to date

The CLIENT must notify CIM in writing within five (5) business days by opening a support ticket or send an email on mlt.helpdesk@creditinfo.com and providing the following details:

- Subject of email must be: "Claim Notice - 'Client Name'".
- List the type of Service that was affected.

- List the date the Downtime Minutes occurred.
- List Client(s) Display Name and E-mail address affected by Downtime Minutes
- List an estimate of the amount of actual Downtime Minutes
- Ticket number of the documented event (if any)

CIM will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If CIM cannot confirm the Downtime Minutes, then the CLIENT and CIM agree to refer the matter to executives at each company for resolution. If CIM confirms that CIM is out of compliance with this Service Level Agreement, the CLIENT will receive the amount of Service Level Credits set forth above for the affected Service level metric. The SLA credit will be reflected in the CIM invoice to the CLIENT in the month following CIM confirmation of the Downtime Minutes. Please note that SLA credits can only be applied to accounts that are in good standing with all invoices paid and up to date.

6. Web Portal and Web Services

CIM provides CLIENT with access to the various CIM Database's via a centrally hosted web portal OR Application Programming Interface (API). Accessing such services via such CLIENT's devices are reliant upon the device hardware, device operating system, ISP and/or wireless carrier. CIM will make commercially reasonable efforts to ensure availability and support in configuration but cannot guarantee accessibility due to the many factors out of CIM's control.

7. Revision of the Support Services

CIM may revise these SLAs from time to time. Any changes made will not be retroactive and the most current version of the SLA will govern the relationship between CIM and the CLIENT. CIM will within reason, use reasonable efforts to notify the CLIENT of material revisions. The CLIENT is aware and agrees that this version of the SLA is attached to the Agreement for reference only and that the latest version of the SLA will govern the relationship between the Parties and is at all times available accordingly. By continuing to access or use CIM Products and/or Support Services the CLIENT agrees to be bound by any such revised SLA.