KYRIBA CORPORATION – CLOUD HOSTING & DELIVERY POLICIES
Version of March 1st, 2014

1. Definitions

Certain capitalized terms, not otherwise defined in these HOSTING and DELIVERY POLICIES (hereinafter "HDP"), will have the meanings set forth in the GLOBAL TERMS and CONDITIONS of the SOFTWARE AS A SERVICE PROVIDER AGREEMENT available at www.kyriba.com/contract (hereinafter "**Agreement**").

2. Scheduled/Unscheduled Downtime

Kyriba will exercise commercially reasonable efforts to perform scheduled system maintenance between the hours of 9:00 pm Saturdays and 1:00 pm Sundays New York local time. Kyriba reserves the right to change the aggregated times set forth in the table below, provided that Kyriba provides 5-day prior notice prior to modifying such Scheduled Downtime is communicated to the Customer by Kyriba by a message on the console or for maintenance due to upgrades or service packs, in addition to the console message, Kyriba will send an email that contains links to the release notes.

When Scheduled Downtime will occur on a regular basis	Purpose of Scheduled Downtime	Maximum Duration of Scheduled Downtime
Each Weekend	Minor System, database, application or hardware maintenance	4 hours
Once per calendar month	Major maintenance or upgrades	8 hours

3. System Performance

System Availability. Kyriba will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.9% during each calendar month (the "Service Standard"), provided that any Unscheduled Downtime occurring directly as a result of (i) Customer's breach of any provision of this Agreement; (ii) non-compliance by Customer with any provision of these HDP ; (iii) incompatibility of Customer's equipment or software with the SaaS Services; (iv) performance of Customer's systems; (v) through Customer's use of beta version, trial offers, early access programs and/or demos; or (vi) force majeure, as defined in the Agreement, shall not be considered toward any reduction in System Availability measurements.

4. Measurement and Reports

(a) **System Monitoring and Measurement**. Kyriba will provide monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term. Availability of access to the features and functions of the SaaS Services is determined by running a dedicated tool monitoring the status of the platform, which provides a periodic status of each of the sub-systems or components. Based on this information a global platform status is calculated.

(b) **System Performance Reports**. At Customer request, Kyriba shall provide reports to Customer setting forth a calculation of System Availability for the relevant preceding period. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Kyriba in writing within ten (10) business days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Kyriba and Customer shall in good faith work together to settle any such disputes regarding System Availability and/or related measurements in a timely manner.

5. Customer Requirements

(a) **Minimum System**. The service standards set forth in these HDP assume that Customer and/or its Users, as applicable, use equipment and programs which meet the following minimum standards:
• Software: Browser Internet Explorer (version 8.0 or above),
• Hardware: Kyriba software is using thin client technologies; as a consequence, customer should refer to Microsoft minimum requirement in order to run the recommended operating system and browser.

(b) **Additional Customer Obligations.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any reasonable instructions provided by Kyriba, as may be reasonably necessary for provision of access to the features and functions of the SaaS Services.

(c) **Reporting of Unscheduled Downtime**: Customer must promptly notify Kyriba in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Kyriba receives accurate notification thereof from Customer, or when Kyriba first becomes aware of such Unscheduled Downtime, whichever first occurs.

(d) Non-Performance by Customer. The obligations of Kyriba set forth in these HDP will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's or its Users' failure(s) to meet the foregoing obligations.

6. Remedies

(a) **Credits Against Fees.** In the event System Availability is less than 99.9% in a particular calendar month, Customer will be entitled to credits against its subsequent payment obligations (as set forth in Order Schedule) equal to a percent of the user fees paid by Customer during such calendar month, according to the following table:

System Availability	Credit Amount
98.0 – 99.9%	5% of user fees in month
97.0 – 97.99%	10% of user fees in month
96.0 – 96.99%	15% of user fees in month
< 96.00%	20% of user fees in month

(b) **Exclusive Service Credits**. The Customer's rights under this Section 6(a) are Customer's sole and exclusive remedy in respect of any Unscheduled Downtime or any failure by Kyriba to meet the Service Standard described herein.

7. Data Back-Up and Retension

(a) **Back-Up Retention and Recovery of Customer Data.** Kyriba provides an Active/Active mode for backup and recovery of customer data, in which each server is duplicated in real-time using a fiber connection. In this backup configuration, servers from data center A are duplicated to data center B, and the same operation is done with data center B to data center A. As a part of the SaaS Services, Kyriba is responsible for maintaining a backup of Customer Data in one of its two live data centers, for an orderly and timely recovery of such data in the event that the SaaS Services may be interrupted.

- **Production Platform**

Type of Back-Up	When does back-up occur?	Retention Period	Description
Full Back-Up	Monthly	5 years	Full server backup
Daily Incremental Files	Daily	30 days	All Customer and Kyriba Data

Note: KYRIBA ensures that Customer Data are stored online for a period of twenty-four (24) months minimum.
- Platform Sandbox

Type of Back-Up	When does back-up occur?	Retention Period	Description
Full Back-Up	Monthly	3 months	Full server backup
Daily Incremental Files	Daily	15 days	All Customer and KYRIBA Data

(b) **Recovery of Archived Data.** Kyriba will exercise commercially reasonable efforts to restore data files from archived copies as quickly as reasonably practicable, as necessary as a result of system failure or data corruption or losses.

(c) **System Recovery.** In case of system failure or data corruption or loss, or in the event of destruction of the data center hosting the secure IT infrastructure, Kyriba shall use its best efforts to ensure that the minimum of the absolutely necessary recovery of services is carried out within a maximum of 24 hours with an 8-hour maximum data loss.

8. Customer Support

(a) **Technical & functional Support Hours**. The subscription to the KYRIBA SaaS services provides access to Kyriba Customer Support. Kyriba Customer Support is provided by support centers covering three regions: EMEA, APAC, and AMERICAS.

The standard contract allows the Customer to receive support in the AMERICAS geographic center. If the Customer requires support in other geographical areas they may subscribe to and pay the additional fee for that region. Kyriba also offers Premium Support offering extensive coverage as well as personalized service options.

- **Communication with Support**

  Communication will be in French or English in EMEA and in English for the other regions. The Customer may contact Kyriba Customer Support in the following ways:
  - Telephone during the primary hours only,
  - Email any time at customer_support@kyriba.com,
  - Web any time through the Kyriba Social customer portal.

  A Customer can have two (2) support contacts, a main user and a backup. These contacts are required to be trained users with sufficient knowledge of the application to serve as a central point of communication between other users and Kyriba Customer Support. In addition, the Customer will provide a 'support contact' email address that will be used for communication to and from Kyriba. We suggest that this email address is a group email address containing all of the users to receive alerts from Kyriba Customer Support. These alerts are also available on the Kyriba Social customer portal and will be sent by email only to the designated 'support contact' email address.

  Support will be delivered according to the terms described in table 8(b).

- **Premium Support (optional)**

  Premium Support is an option providing additional coverage and services:
  - Access to all 3 support centers during primary hours as defined in table herebelow,
  - A special telephone number with priority access,
  - Personalized monitoring of the integration of account statements and the processing of payments,
  - Additional number of client support contacts allowed (up to 5) as well as additional contacts for client access to Kyriba Social (up to 5),
  - A unique "Support Account Manager" that knows your environment and procedures:
    - Regularly scheduled account review meetings.
    - Provides status report and history of your requests.
    - Proactive communication on platform incidents and bank communication status.

- **Kyriba Social Customer Portal**

  Kyriba provides users access to the Kyriba Social customer portal, our online support portal that provides clients a knowledge base with a peer-to-peer interactive social forum, ideas portal and forum. The standard contract allows one user per company to access the portal and this can be increased up to 5 users under the Premium Support option/
  - Knowledge Base - Kyriba product information, including user guides and release notes.
  - Case Management - open new cases with Kyriba Customer Support and monitor case status.
  - Forum - Ask questions of the Kyriba user community and interact with fellow Kyriba users.
  - Ideas - Contribute ideas on new product and service enhancements to Kyriba's product development team. Comment and vote on ideas suggested by fellow Kyriba users.
  - Status - View platform and bank connectivity status and learn what's new at Kyriba.

		Support level	REGION		
			EMEA	North America	Asia-Pacific
Language Support			French/English	English	English
Primary hours	Monday to Friday	Any priority	8.30am–5.00pm CET	8.00am-8.00pm EST	8.30am-5.00pm HKT
Secundary hours	Friday to Monday and Holidays (target calendar)	Priority 1 only	5.00pm-8.30am CET	8.00pm-8.00am EST	5.00pm-8.30am HKT
Phone	Primary hours only		+331-77-92-17-10	+1-877-KYRIBA7 (1-877-597-4227)	+1-212-784-5580 Ext 1076
Email	Any hour		Customer_support@kyriba.com		

(b) **Kyriba Support Response**. Kyriba shall respond to calls based on the priority level assigned to such calls by Customer and Kyriba.

Priority	Description	Kyriba Response Guidelines
Priority 1 *Critical Customer Support Incidents*	Events of the most critical nature. This category is characterized by the following: · service unavailability · actual or alleged security breaches.	Kyriba responsibilities include: · primary Hours: < 30-minutes response · secondary Hours: < 4 hours- response · Kyriba will assign resources in order to resolve the issue or to propose a work around to the issue · Customer is notified of issues within 15 minutes of confirming issue · follow-up status communicated to Customer every 4 hours and/or posted on alternate site with Kyriba staff available for contact by Customer with 2-hours response.
Priority 2 *Urgent Customer Support Incidents*	Customer Support incidents such as degraded services performance, and impaired services functionality.	· Primary Hours: < 2-hours response. · Kyriba will make best efforts to resolve or to propose a workaround within 2 business days.
Priority 3 *Non-Service Impacting & Informational Inquiries*	All subscriber inquiries including, but not limited to, subscriber requests for information and instructions for normal operations.	· Primary Hours: < 8-hours response.

Support will respond and process requests from the Customer to the extent that they do not correspond to the following types of request:
· establishment of bank connection, FTP connection or network configuration,
· application settings,
· training.
In these cases the customer will be put in relation with the sales department for realization by Kyriba Consulting team, after approval by the Client, of the corresponding work.