

Service Level Agreement for SaaS

This Service Level Agreement applies to and is incorporated by reference into the ordering document or online form (the "Quote") made by and between the Service Provider (as identified on the Quote) and the Customer (as identified on the Quote). Service Provider may modify this Service Level Agreement from time to time by posting such amended Service Level Agreement to Service Provider's site, but will provide sixty (60) days advance notice to Customer before materially reducing the benefits offered to Customer under this Service Level Agreement.

Service Provider SLA. During the term of the applicable Quote, Service Provider will use reasonable efforts to achieve a Monthly Uptime Percentage of at least **99.5%** for any calendar month. If Service Provider does not meet the Service Provider SLA, and so long as Customer's account with us is current, Customer will be eligible to receive the credits described below. These credits are Customer's exclusive remedy for any failure by Service Provider to meet the Service Provider SLA.

Service Provider and Customer hereby agree as follows:

1. **Definitions.** The following definitions apply to this Addendum.

"Downtime" means the time in which any service listed above is not capable of being accessed or used by the Customer, as monitored by Service Provider.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Exclusion from Downtime" The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:

- o Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Service Provider will endeavour to provide seven days' advance notice of service-affecting scheduled maintenance); or
- o Service unavailability caused by events outside of the direct control of Service Provider or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

2. **Service Credits.** Credits are issued as a financial reimbursement if Service Provider does not meet the Service Provider SLA for a particular month of the ordered term. Upon approval of a claim we will provide the applicable remedy set forth below:

Monthly Uptime Percentage	Service Credit
<99.5% but >= 99.2%	5% of the monthly fee
<99.2% but >= 99.0%	10% of the monthly fee
<99.0% but >= 98.7%	15% of the monthly fee
<98.7%	20% of the monthly fee

3. **Claim Procedure.** To receive a service credit for a particular calendar month, Customer must submit a claim by email to the support team within 30 days of the end of the month during which the Service did not meet the Service Provider SLA, and include the following information:

- Customer name and account number;
- the name of the service to which the claim relates;
- the name, email address, and telephone number of the Customer's designated contact; and
- information supporting each claim of Downtime, including date, time, and a description of the incident and affected service, all of which must fall within the calendar month for which you are submitting a claim.

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