

# Service Level Addendum for SaaS

P403

This Service Level Addendum for SaaS ("**Service Level Addendum**") applies to the agreement entered into by and between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote). Capitalized terms used but not defined in this document have the meanings assigned to them elsewhere in the Master Agreement (as defined in the SaaS Terms).

If the Software was purchased through a reseller, this Addendum applies to the agreement entered into between the reseller and the end user for the Software. For purposes of this Addendum, Customer shall refer to the end user.

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

**"Downtime"** means the time in which any service 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:

- Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Service Provider will endeavor to provide seven (7) days' advance notice of service-affecting scheduled maintenance); or
- 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 systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

**2. Service Provider SLA.** During the term of the applicable SaaS Subscription Agreement between Customer and Service Provider for the services listed on the Quote, Service Provider will use reasonable efforts to achieve a Monthly Uptime Percentage of at least **99.5%** for any calendar month (the "**Service Provider SLA**"). If Service Provider does not meet the Service Provider SLA, and so long as Customer's account with Service Provider is current, Customer will be eligible to receive the credits described below. These credits are Customer's exclusive remedy (and Service Provider's sole liability) with respect to Service Provider's inability to meet the Service Provider SLA requirements. Service Provider explicitly disclaims all other remedies, whether in law or equity.

**3. 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 Service Provider 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

**4. Maximum Credit.** The maximum credit available to Customer if Service Provider is unable to meet the Service Provider SLA is up to twenty percent (20%) of the monthly fees for the month of the occurrence. Any credit will be applied to fees due from Customer for the service and will not be paid to Customer as a refund. All claims for credit are subject to review and verification by Service Provider, and all credits will be based on Service Provider's measurement of its performance of the service and will be final.

**5. Claim Procedure.** To receive a service credit for Service Provider's failure to meet the Service Provider SLA in a particular calendar month, Customer must submit a claim via the Customer support portal within thirty (30) days of the end of the month during which the Service Provider 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 the claim is being submitted.