

Cloudmore Platform Service Level Agreement

Updated April 25, 2017

1 General Terms

This Cloudmore Platform Service Level Agreement is a part of Your Cloudmore Platform Agreement. This SLA applies to the Platform, but does not apply to any on-premise software that is part of the Platform or any other Product.

If we do not achieve and maintain the Service Levels as described in this SLA, then You may be eligible for a credit towards a portion of Your monthly service fees.

2 Definitions

Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Cloudmore Platform Agreement.

“Applicable Monthly Period” means, for a calendar month in which a Service Credit is owed, the number of days that You are a subscriber for a Service.

“Applicable Monthly Platform Fees” means the total fees actually paid by You for a Service that are applied to the month in which a Service Credit is owed.

“Downtime” is defined below. Downtime does not include Scheduled Downtime or temporary suspension. Downtime does not include Platform unavailability due to limitations described below and in the Agreement.

“Incident” means (i) any single event, or (ii) any set of events, that result in Downtime.

“Scheduled Downtime” means periods of Downtime related to network, hardware, or Service maintenance or upgrades.

“Credit” is the percentage of the Applicable Monthly Platform Fees credited to You following Cloudmore’s claim approval.

“Service Level” means the performance metric(s) set forth in this SLA that Cloudmore agrees to meet in the delivery of the Platform.

“User Minutes” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

3 Changes to the SLA

We will not modify this SLA during any Platform Subscription term; however, if You renew Your subscription, the version of this SLA that is current at the time of renewal will apply throughout the renewal Subscription term. We will provide at least 30 days’ notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting

<http://www.cloudmore.com/terms/sla>

4 Claims

In order for Cloudmore to consider a claim, You must submit the claim to Cloudmore customer support by email to support@cloudmore.com, including all information necessary for Cloudmore to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Your attempts to resolve the Incident at the time of occurrence.

We must receive the claim by the 25th of the calendar month following the month in which the Incident occurred. We will evaluate all information reasonably available to us and make a good faith determination of whether a Credit is owed. We will use commercially reasonable efforts to process claims within thirty (30) days of receipt. You must be in compliance with the Agreement in order to be eligible

for a Credit. If we determine that a Credit is owed to You, we will apply the Credit to Your next Platform invoice.

5 Credits

Credits are Your sole and exclusive remedy for any performance or availability issues for the Platform under the Agreement and this SLA. You may not unilaterally offset Your Applicable Monthly Platform Fees for any performance or availability issues. Credits apply only to fees paid for the Platform. The Credits awarded in any billing month for the Platform will not, under any circumstance, exceed 50% Your monthly Platform fees in the billing month.

6 Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- a) Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at Your site or between Your site and our data center);
- b) That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- c) Caused by Your use of the Platform after we advised You to modify Your use of the Platform, if You did not modify Your use as advised;
- d) During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software;
- e) That result from Your unauthorized action or lack of action when required, or from Your employees, agents, contractors, or vendors, or anyone gaining access to the Platform by means of Your passwords or equipment, or otherwise resulting from Your failure to follow appropriate security practices;
- f) That result from Your failure to adhere to any required configurations, follow the AUP, or Your use of the Platform in a manner inconsistent with the features and functionality of the Platform (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
- g) That result from faulty input, instructions, or arguments; or
- h) That result from Your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.

7 Platform Service Level Guarantee

Downtime: Any period of time when users are unable to access the Platform by logging in through www.cloudmore.com.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$(User Minutes - Downtime) / (User Minutes) \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 95%	30%

END