

SERVICE LEVEL AGREEMENT



Smartlog

7/25/2018



During the term of the Smartlog License Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Service Availability	>= 99.00%

If Smartlog does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Smartlog to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement.

Definitions

The following definitions apply to the SLA:

- **"Covered Service"** means Smartlog Service.
- **"Downtime"** means average latency of greater than one minute. Downtime is measured based on server side error rate.
- **"Downtime Period"** means a period of one consecutive hour of Downtime. Intermittent Downtime for a period of less than one hour will not be counted towards any Downtime Periods.
- **"Financial Credit"** means the following for the Covered Services (except as otherwise set forth below)

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
98.00% - < 99.00%	10%
90.00% - < 98.00%	25%
< 90.00%	50%

- **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
- **"Scheduled Downtime"** means those times where Smartlog notifies Customers of periods of Downtime five days before the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime and will not be counted towards any Downtime Periods.



Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Smartlog technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Smartlog to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions.

The SLA does not apply to any: (a) features or Services designated Demo, (b) features or Services excluded from the SLA or (c) errors: (i) caused by factors outside of Smartlog's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.