



SERVICE LEVEL AGREEMENT

Aternity Cloud Service

This Service Level Agreement (“SLA”) is subject to the terms of the applicable Aternity Cloud Terms of Service (“Agreement”) between Aternity LLC (“Aternity”) and the entity or company that is the authorized purchaser or user of the Cloud Services (“Customer”).

1. **SERVICE AVAILABILITY.** Aternity will make the Aternity Cloud Service (“Cloud Service”) Available to Customer 99.50% of the time in any calendar month (“Service Availability Commitment”). If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, Customer will be eligible to receive the Service Credits described below.

2. **DEFINITIONS.** The following definitions shall apply to this SLA:

(a) **“Available” or “Availability”** means the ability to access the Cloud Service through the public internet.

(b) **“Downtime”** means the time during which the Cloud Service is unavailable, excluding Excused Downtime.

(c) **“Excused Downtime”** means where the Cloud Service is not Available due to (i) Maintenance (ii) a force majeure event or other event or factors beyond Aternity’s control, including acts of God, riots, war, terrorism, governmental action, strikes (other than one involving Aternity’s employees), fires, floods, earthquakes and natural disasters, (iii) Internet access or related problems beyond the demarcation point of the facility Aternity uses to host the Cloud Service; (iv) that results from any actions or inactions of Customer or its subcontractors; (v) that results from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment, software or other technology within Aternity’s reasonable control); (vi) during the period of the initial setup of the Cloud Service; or (vii) arising from Aternity’s suspension and termination of Customer’s right to access and use the Cloud Service in accordance with the Agreement.

(d) **“Maintenance”** means Aternity’s standard maintenance and support as described at www.aternity.com/supportservicesdescription. In addition to the foregoing, Aternity performs scheduled and emergency maintenance for the Cloud Service from time to time. Aternity uses commercially reasonable efforts to limit scheduled maintenance windows to 1-2 hours per calendar month and provide at least three days’ prior notice of such maintenance. Aternity may also implement emergency maintenance windows as needed for security and other critical patches. Aternity understands that maintenance windows may impact the Cloud Service and will use all commercially reasonable efforts to minimize any such impact to our customers.

(e) **“Monthly Uptime Percentage”** means total number of minutes in a calendar month minus the total number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes in such calendar month.

(f) **“Service Credit”** means the number of days of the Cloud Service added to the end of Customer’s paid term for such Cloud Service, at no charge to Customer.

3. **SLA CREDITS.** If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, then Aternity shall provide a Service Credit in accordance with the table below:

| Monthly Uptime Percentage | Service Credit |
|---|----------------|
| Over 99.0% but below 99.50% | 3 days |
| Over 98%.0% but below or equal to 99.0% | 5 days |
| Over 95.0% but below or equal to 98.0% | 10 days |
| Equal to or below 95.0% | 30 days |

4. **SERVICE CREDIT REQUEST.** In order to receive Service Credits, Customer must notify Aternity within thirty (30) days of the last calendar day of the month in which the Monthly Uptime Percentage was less than the Service Availability Commitment. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

5. **MAXIMUM SERVICE CREDIT.** The aggregate maximum number of Service Credits to be issued by Aternity to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

6. **EXCLUSIVE REMEDY.** The Service Credits are Customer’s sole and exclusive remedy for any failure by Aternity to meet the Service Availability Commitment set forth in this SLA.