Attachment D: Service Level Agreement

Last Updated 16 Decembe 2024

This Service Level Agreement (Version 1.0) ("**SLA**") operates as an Attachment to the Bonterms Cloud Terms. Capitalized terms not defined in this SLA have the meanings given in the Bonterms Cloud Terms.

1. **Service Levels**. Provider will use commercially reasonable efforts to provide the Cloud Service at or above Target Availability.

2. **Monitoring**. Provider will provide or otherwise make available to Customer, upon request, reports measuring the Monthly Uptime Percentage as against Target Availability. This SLA only applies to instances where Provider is hosting the Cloud Service and has full control over the environment in which the Cloud Service is hosted. This SLA does not apply to hybrid cloud instances, for example ones which combine the Cloud Service with Customer's servers that are not controlled by Provider.

3. **Service Credits**. If there is a verified failure of the Cloud Service to meet Target Availability in a particular month and Customer makes a request for service credit within 30 days after the end of such month, Customer will be entitled to a Service Credit calculated in accordance with the SLA Key Terms Chart below. Provider will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up (without outstanding payment issues or disputes). Customer will receive no refund or other credit for unused Service Credits.

4. **Multiple Failures**. In the rare instance that Provider fails to respond to Availability, Severity 1, or Severity 2, or response time failures or issues within the required response times more than three (3) times in one month, Customer and Provider will promptly escalate such failures for resolution through consultation between the parties' management.

5. **Exclusive Remedies.** Service Credits constitute liquidated damages and are not a penalty. Service Credits and the Multiple Failures termination right set forth in Section 4 above are Customer's exclusive remedies, and Provider's sole liability, for Provider's failure to meet Target Availability.

6. **Definitions**.

   a. "<u>Maintenance</u>" means Provider's routine maintenance of the Cloud Service conducted in accordance with its Maintenance Procedures or reasonable emergency maintenance.

   b. "<u>Maintenance Procedures</u>" means Provider's standard Cloud Service maintenance schedule as posted or otherwise made available by Provider upon request by Customer.

c. "<u>Monthly Uptime Percentage</u>" means the number of minutes the Cloud Service is accessible and not subject to an Outage during a calendar month divided by the total number of minutes in that calendar month.

d. "<u>Multiple Failures</u>" is defined in the SLA Key Terms Chart.

e. "<u>Outage</u>" means an unplanned interruption or material disruption of the Cloud Service, but excluding unavailability to the extent caused by (a) Customer's use of the Cloud Service in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, Force Majeure events or other factors outside of Provider's reasonable control, (c) Customer's network connections or other infrastructure or (d) Maintenance.

f. "<u>Service Credit</u>" means a credit issued by Provider based on the monthly fees due for the affected Cloud Service in such month.

g. "<u>Target Availability</u>" is defined in the SLA Key Terms Chart.

7. SLA Key Terms Chart.

SLA Key Terms Chart		
	Monthly Uptime Percentage:	**Service Credit:**
Target Availability:	99.5% or greater	None
Credit Tier 1	99.4% or less	3% of SaaS subscription fees for that month

Supper Resolution				
Level of Issue Severity	**Supplier Confirmation Target Time**	**Supplier Resolution Target Time**	**Customer Commitment**	**Service Credit**
Severity 1 ("Crash") *A crisis has occurred - a system is down, a major operational function is unavailable, or a critical interface has failed (e.g., production system is down or crashing frequently; a business-critical function cannot be performed)*	30 minutes	4 hours	Be accessible for troubleshooting until the Severity 1 Error is resolved	An amount equal to 3% of the SaaS subscription fees for that month
Severity 2 ("High") *A problem critical to continued success and requiring immediate resolution (e.g.,*	1 hour	12 hours	Be accessible for troubleshooting until the Severity 2 Error is resolved	An amount equal to 1.5% of the SaaS subscription

Supper Resolution				
Level of Issue Severity	Supplier Confirmation Target Time	Supplier Resolution Target Time	Customer Commitment	Service Credit
production system is functioning with limited capabilities; services are unstable with periodic interruptions)				fees for that month
Severity 3 ("Medium") *Issues which have an acceptable workaround or which recover on their own (e.g., issues in production systems but the system is still fully functional; malfunctions in non-critical systems)*	8 hours	24 hours	Respond in a timely manner to requests for information and timely implementation of solutions.	An amount equal to 0.5% of the SaaS subscription fees for that month
Severity 4 ("Low") *Situations that are technical questions or issues requiring a "how-to" answer*	2 days	N/A	Respond in a timely manner to requests for information and timely implementation of solutions.	N/A
Severity 5 ("Customer-Introduced Errors") *Situations that result from Customer's own actions or failures to act*	Time & Materials	N/A	Respond in a timely manner to requests for information and timely implementation of solutions.	N/A