

This Service Level Agreement (“SLA”) sets forth Company’s responsibilities with respect to Platform availability, incident response, and Customer support. The SLA applies only to Company’s cloud-based Platform services; on-premises solutions are subject to separate agreement between Company and Customer. Capitalized terms used but not defined herein shall have the meaning set forth in the Customer Terms or separate agreement between Company and Customer that incorporates this SLA.

Some components of the Platform incorporate and/or rely upon third-party hardware, software, and/or related services (collectively, “Third-Party Services”). Company cannot warrant the performance of Third-Party Services and shall have no liability, under the SLA or otherwise, for any failure arising from or related to Third-Party Services. Some Third-Party Services include licenses or agreements that may benefit Customer or supplement the terms of this SLA. In this event, Company shall provide and/or assign such licenses and agreements to Customer.

1. DEFINITIONS

- a. “Business Hours” means 8:00 a.m. to 5:00 p.m. (Mountain Standard Time - MST), Monday through Friday (excluding major US holidays), and, notwithstanding the foregoing, does not include times during Platform Maintenance.
- b. “Platform Maintenance” means maintenance of the Platform, including without limitation associated Software, Third-Party Services, database index rebuilding, updates, patches, and network upgrades, as applicable in each case.

2. DATA RETENTION

Company shall make a full backup copy of each database and file system daily and retain each such daily backup copy for thirty (30) days. Company retains copies of .log files for thirty (30) days. Customer is responsible for all data retention beyond and/or in addition to these specifications.

3. CONFIGURATION REQUIREMENTS

Customer must adhere to configurations specified in or required by Documentation for Platform access. Additional details can be obtained at any time by contacting support@sensemetrics.com.

4. PLATFORM AVAILABILITY

- a. General.
sensemetrics strives to provide Platform Availability twenty-four hours per day, seven (7) days per week (“24x7 Availability”) except during scheduled times of Platform Maintenance. While 24x7 Availability is ideal, Company cannot guarantee or warrant this goal.
- b. Service Commitment.
sensemetrics shall use reasonable efforts to achieve the target Platform Availability goal of 99.99% uptime (the “Service Commitment”). Notwithstanding the foregoing, Customer recognizes that the Internet consists of numerous autonomous systems that are beyond the Company’s control. Routing anomalies, asymmetries, inconsistencies and failures of the Internet beyond Company’s control can and will occur, and such instances shall not be considered a failure or breach of the Service Commitment. sensemetrics proactively monitors network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime for purposes of the SLA and Customer recourse as provided herein.
- c. Platform Maintenance.
 - i. sensemetrics will use commercially reasonable efforts to limit Platform Maintenance resulting in Severity Level 1 Errors (as defined below) to less than two (2) hours per

month. sensemetrics will notify Customer by email before performing any Platform Maintenance which it reasonably predicts or knows will cause a Severity 1 Error outside of standard Platform Maintenance times.

- ii. The Service Commitment excludes any down-time arising from or related to (a) Customer requests for additional or modified Platform services, (b) Platform Maintenance, and/or (c) Third-Party Services.
- iii. sensemetrics generally performs Platform Maintenance during the times specified below. Sometimes, however, it may be necessary to perform unscheduled maintenance. Company reserves the right to perform Platform Maintenance during times other than those specified below:

Platform Maintenance Schedule

Platform Maintenance Days	Platform Maintenance Hours
Thursdays	5pm to 6pm (MST)

5. CREDITS FOR SERVICE COMMITMENT DEFICIENCIES

If Company fails to meet the Platform Availability goal in any given monthly period, Customer shall be entitled to receive a Service Credit as the sole and exclusive remedy hereunder. To receive a Service Credit, Customer must provide Company with a written request within seven (7) days of the close of any monthly period. The amount of the Service Credit shall be determined by multiplying the applicable Service Credit Percentage, in accordance with the table below, by the Monthly Contract Equivalent (“MCE”) as calculated by dividing the annual Software subscription cost by 12 for the affected Product. To qualify for Service Credits, Customer must be current on all payment obligations, and not be in violation of the Platform Terms of Use or any other policies and procedures of this SLA. All Service Credits will be issued as dollar amount credits against future invoices.

Platform Availability and Service Credit Matrix

Platform Availability Percentage	Service Credit Percentage
100%	0%
<99.99% to >99.50%	3%
<99.50% to >99.00%	5%
<99.00% to >98.50%	10%
<98.50%	25%

For purposes of determining the Platform Availability percentages, the following causes of Platform unavailability will be excluded:

- a. Outages due to scheduled maintenance or emergency maintenance,
- b. Outages resulting from a Force Majeure event,

- c. Outages caused directly by acts or omissions of Customer or its employees, agents, contractors or representatives,
- d. Outages due to the use or failure of any Customer owned or provided equipment used in connection with the Platform,
- e. Outages resulting from Denial of Service (“DoS”) and Distributed DoS attacks.

6. SLA EXCLUSIONS

This SLA does not apply to any Platform performance or availability issues:

- a. Attributable to or caused by hardware and/or connected services such as third-party APIs, networks, or Identity Management Services;
- b. Due to factors not foreseeable and/or outside Company’s reasonable control;
- c. That resulted from Customer or third-party hardware or software;
- d. That resulted from actions or inactions of the Customer or third parties;
- e. Caused by Customer’s use of the Platform after Company advised Customer to modify its use of the Platform, if Customer did not modify its use as advised; or
- f. During beta and trial services.

7. OTHER LIMITATIONS

This SLA applies only if Customer has purchased an annual subscription for Platform access and/or associated Software. Company reserves the right to amend the SLA from time to time effective upon notice to Customer; provided, that if any amendment results in a material reduction of the Service Commitment or Service Credits, Customer may terminate its agreement with Company without penalty by providing written notice of termination during the thirty (30) days following notice of such amendment. Company records and data shall be the basis for all SLA calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of Service Credit in any calendar month under the SLA shall not exceed 25% of the MCE.

8. CUSTOMER COMPLIANCE

Without limiting the foregoing, Customer agrees that neither it nor its employees, agents, contractors, or representatives shall violate the Platform Terms of Use or otherwise interfere with any Platform security precautions, procedural controls, or similar features relating to the Platform. Any such actions may cause a disruption in Platform access. Any disruption of access or Platform downtime resulting from such causes shall be excluded from the Platform Availability calculation and Customer will have no right to any Service Credit or other remedy under this SLA or otherwise with respect to such disruption or downtime.

9. INCIDENT REPORTS & PLATFORM SUPPORT

Incident reports are handled via the Company’s Customer Support System located at <https://support.sensemetrics.com>. This resource provides Customer access to current (open) and historical tickets. Company prioritizes tickets by severity, in accordance with the following table:

Incident Classifications and Response Times

Severity Level	Definition	Ticket Response Goals
Level 1 Urgent	Platform is down, business operations severely impacted with no workaround; or a security issue.	Within 30 minutes during our Business Hours, and except as otherwise provided herein, response within 2 business hours.
Level 2 High	Platform is operational but significant disruption of business operations; no stable workaround.	Within 1 hour during our Business Hours, and except as otherwise provided herein, response within 4 business hours.

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Level 3 Normal	Issues causing moderate to low business disruption with Platform features or any issue for which there is a stable workaround available.	Within 2-hours during our Business Hours, and except as otherwise provided herein, response within 8 business hours.
Level 4 Low	Platform is fully operational; no significant disruption of business operations; issues with little time sensitivity.	Within 4-hours during our Business Hours, and except as otherwise provided herein, response within 8 business hours.

If Customer requires additional Service Level commitments, extended or on-site Support, or dedicated instances and deployments of the Platform/Software, please contact your account representative or sales@sensemetrics.com for additional information.