



Service Level Agreement

Capitalized terms not defined in this SLA have the meanings given in the Agreement.

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.
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 Target Availability 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. **Exclusive Remedies.** Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer's exclusive remedies, and Provider's sole liability, for Provider's failure to meet Target Availability.
5. **Definitions.**

"Downtime" means the total accumulated minutes during a calendar month for the Cloud Service during which the Cloud Service is unavailable. Probed in intervals of 10 seconds, a minute is considered unavailable and counted toward the Downtime if Responsive's probe to the Cloud Service fails for the entire minute. Partial minutes of unavailability will not be counted towards Downtime. Downtime does not include unavailability that results from any of the Exclusions.

"Exclusions" means the following events: (a) Maintenance or upgrades, (b) Customer's use of the Cloud Service in a manner not authorized in the Agreement or Documentation, including but not limited to the use of non-standard APIs, (c) general Internet problems, Force Majeure events or other factors outside of Responsive's reasonable control, (d) Customer's network connections or other infrastructure, or (d) Maintenance or upgrades.

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

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

"Monthly Uptime Percentage" means the total number of minutes in a calendar month, minus the total number of minutes of Downtime in such month, divided by the total number of minutes in such month. If Customer's access to the Cloud Service is provisioned and running for only part of a calendar month, the Cloud Service is deemed to be 100% available during the portion of the month in which it was not provisioned and running.

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

"Target Availability" is defined in the SLA Target Availability Chart.

6. SLA Target Availability Chart.

SLA Target Availability Chart		
	Monthly Uptime Percentage:	Service Credit:
Target Availability:	99.9% or higher	None
Credit Tier 1	99.00% - 99.89%	10% of monthly fees
Credit Tier 2	< 99.00%	20% of monthly fees