

SERVICE LEVEL AGREEMENT

Last modified: October 10, 2017

This Service Level Agreement (this “SLA”) supplements and is part of the Adopt Technologies Cloud Platform Service Agreement (the “Agreement”). During the term of the Agreement, subject to limitations stated herein, the Covered Service will provide a Monthly Uptime Percentage to Customer as defined in Section II (the “Service Level Objective” or “SLO”).

I. Definitions

Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. The following definitions apply to the SLA:

- “Covered Service” means the AT cloud computing service which is only a part of the Services that Customer has agreed to in each Customer Signup.
- “Downtime” means, with respect to AT Services, that client cannot access AT’s hosted servers, hosted desktops, terminal services or hosted software as a result of AT’s services being disrupted, down or unusable. The client’s internet connectivity is specifically excluded from this description of “downtime” since AT is not an internet services provider. If internet connectivity arises as a result of network challenges tied specifically to AT’s network infrastructure, that does get calculated and included as a part of the “downtime” description.
- [“Downtime Period” means, with respect to AT Services, a period of five consecutive minutes of Downtime in which at least five connection attempts are made with no concurrently open connections. Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods. Downtime as part of Scheduled Maintenance will not be counted towards any Downtime Period.]
- “Failures” means only problems known to AT in the hardware and hypervisor layers delivering individual servers and virtual machines. Problems related in any way to the Customer server operating system or any other software on the Customer server, or to the actions of Customers or third parties, do not constitute Failures and are covered by this SLA.
- “Financial Credit” is defined in Section V.
- “Monthly Uptime Percentage” means the total number of minutes in a month minus the number of minutes of Downtime suffered from all Downtime Periods in a month, and divided by the total number of minutes in a month.

- “Scheduled Maintenance” means Downtime Period related to network, hardware, or software maintenance or upgrades. With respect to AT Covered Service, we may provide Customer with a minimum of 24 hours notice prior to performing maintenance.
- “Valid Requests” means requests that conform to the Documentation, and that would normally result in a non-error response.

II. Service Level Objective

AT will meet the following SLO:

Covered Service	Monthly Uptime Percentage
AT cloud computing	>= 99.9%

III. Sole and Exclusive Remedy

If AT does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the following Financial Credits defined in Section V. This SLA states Customer’s sole and exclusive remedy for any failure by AT to meet the SLO.

IV. Performance Not Guaranteed

PERFORMANCE OF THE SERVICE IS NOT GUARANTEED, AND NEITHER THIS SLA NOR ANY OTHER PORTION OF THE AGREEMENT PROVIDES CREDITS OR OTHER REMEDIES FOR FAILURES TO MEET THE STANDARDS LISTED IN THE AGREEMENT.

V. Financial Credits

Financial Credits will be determined as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Covered Services which does not meet SLA that will be credited to future monthly bills of Customer
99.0% - < 99.9%	10%
95.0% - < 99.0%	25%
< 95.0%	50%

VI. Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify AT technical support in writing within thirty (30) 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.

VII. Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by AT to Customer 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.

VIII. SLA Exclusions

The SLA does not apply to any: (a) features or Services designated or identified by AT as "Alpha" or "Beta" (unless otherwise set forth in the associated Documentation); (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of AT'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.