

ATTACHMENT 3

Service Level Agreement

This Service Level Agreement (“SLA”) describes the availability of Services purchased under the terms of the Terms of Service (the “TOS”) between the GSA Multiple Award Schedule Contractor acting on behalf of airSlate, Inc. (“Company”) and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“Subscriber” or “you” or “Ordering Activity”). Unless otherwise provided herein, this SLA is subject to the terms of the TOS and capitalized terms will have the meaning specified in the TOS. Company may change the terms of the SLA in accordance with the TOS.

Service Commitment:

Company will use commercially reasonable efforts to maintain Monthly Uptime Percentage of 99.9% uptime (the “Service Commitment”). In the event of Company does not meet the Monthly Uptime Percentage in any calendar month then Subscriber will be eligible for the Service Level Credit (“SLC”) as specified below; provided that Subscriber’s account is in good standing with all invoices paid and up-to-date.

Definitions:

“Maintenance Period” means any period of time during which Company may conduct routine and non-emergency maintenance on the Services. Company will notify Subscriber beforehand of any Maintenance Period via Company’s support website and it will make commercially reasonable efforts to schedule any such Maintenance Period outside of standard business hours (8:00 am - 8:00 pm Eastern Standard Time, Monday through Friday).

“Monthly Uptime Percentage” is calculated by (i) the total hours in the calendar month less (ii) the total number of hours in which Subscriber experienced a “Service Interruption” (as defined below) in that month and then dividing the total thereof by (iii) the total hours in the calendar month. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any exclusions listed below.

“Service Interruption” means that the Services are inaccessible or the core functionality of the Services is no longer working for a majority of the users. Service Interruption time will start upon discovery of the Service Interruption by Company (either via monitoring tools or subscriber submitting issue via Company support portal). The Service Interruption time will end once the Service becomes accessible or a reasonable workaround to issue is provided to the Subscriber.

Service Level Credits (“SLC”):

SLCs are calculated as a percentage of the total base subscription payments paid by you (excluding one-time payments and usage fees) for Services affected for the monthly billing cycle in which the Service Interruption first occurred in accordance with the schedule below:

Monthly Uptime Percentage	Service Level Credit
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

SLCs will be applied against future subscription payments for Services due from you. Company may issue the SLC to your credit card associated with your Company account. SLC may not be transferred or applied to any other subscriber account. Your sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Services is the receipt of the SLC (if eligible) in accordance with the terms of this SLA.

SLC Request Procedures:

To receive a SLC, Subscriber must submit a claim by opening a case in the Company support portal or via designated Company support email. To be eligible, the credit request must be received by Company within thirty (30) days of the date of the Service Interruption and must include:

1. the words “SLA Credit Request” in the subject line or pulldown;
2. the dates and times of each Service Interruption;
3. details of the issue including nature of impairment and number of users experiencing issue; and
4. any system logs supporting the Service Interruption.

If after review by Company, the occurrence of Service Interruption is confirmed and Subscriber’s eligibility for a SLC is validated, then Company issue the SLC to the Subscriber within one billing cycle following the month in which the request is confirmed. If Subscriber fails to submit and provide required information within timeframe above, then Subscriber will not be eligible for SLC.

Exclusions:

The Service Commitment does not apply to any unavailability, functional impairment, suspension or termination of Services: (i) that result from a suspension of Services as result of Subscriber’s breach of TOS; (ii) caused by factors beyond Company’s reasonable control (including, but not limited to, computer attacks or malicious acts, such as attacks on or through the Internet, or delays or outages caused by an Internet service provider, telecommunications or hosting facility); (iii) that result from any actions

or inactions of Subscriber or any third party; (iv) that result from Subscriber's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Company's direct control); or (v) that result from any Maintenance Period, provided such Maintenance Periods does not exceed eight hours in any calendar month.: