



Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the Service Level(s) applicable to the SaaS Services. This SLA forms a part of the Agreement between the Customer and Finalsite with respect to the provision of the SaaS Services by Finalsite and is incorporated into the Agreement by reference.

1. Availability of the SaaS Services

Service Level	Service Offering	Service Level Commitment	Measurement Window
Availability	CMS	99.5%	Monthly

- a. **Definitions – Availability Service Level.** For Purposes of this Availability Service Level the following definitions shall apply:
- “Availability” shall mean the portion (in percentage terms) of Scheduled Uptime that the Hosting Services are actually Available for Use.
 - “Available For Use” shall mean that all of the supported functions and features of the Hosting Services are capable of sending and receiving data to and from the Internet.
 - “Scheduled Uptime” shall mean the difference between (i) the total time Available for Use during each month and (ii) the sum of the time during which Finalsite may perform Scheduled Maintenance plus Excluded Time (as defined below).
 - “Scheduled Maintenance” shall mean maintenance performed by Finalsite during regularly scheduled maintenance windows, which normally shall occur during off-peak hours, or such other times Finalsite may determine, provided it shall provide the Customer at least three (3) days’ advance notice of such maintenance (“Scheduled Maintenance Window”). Notice of Scheduled Maintenance may be by email to the Customer.
 - “Excluded Time” shall mean any period of time that the Hosting Services are not Available For Use due to the following:
 - Emergency maintenance;
 - Any force majeure event;
 - Interruptions and/or delays in third party networks; or
 - Interruptions and/or delays in utility service, provided that the Finalsite hosting environment is served by redundant utility connections.

2. Availability Service Credits

a. **Notice of SLA Failures.** The Customer must notify Finalsite in writing of any failure to meet the Availability Service Levels and request a Service Level Credit, if appropriate.

b. **Availability Service Credits.** In the event Finalsite fails to meet any Availability Service Level Commitment for four (4) or more consecutive hours in any day more than three (3) times in any rolling twelve (12) month period, upon the written request of the Customer, Finalsite will provide a credit to the Customer in the form of a one (1) day extension to the term of the applicable Order for no

additional cost to Customer for each day Finalsite fails to meet the respective Availability Service Level Commitment, up to a maximum of one additional month for any and all such service level failures under the relevant Order (collectively, the “Service Credits”). Such Service Credits will be added to the term of the relevant Order on the anniversary date of the applicable Order under which the Service Credit was earned.

c. Remedy is Exclusive. The Availability Service Credits described above shall be the sole and exclusive remedy for Finalsite’s failure to meet the Availability Service Level set forth above.

3. Technical Support Response Time Service Levels:

a. Definitions – Technical Support Service Levels: For purposes of technical support Service Levels, the following definitions apply:

- i. “Severity Code 1” (Emergency) shall mean a SaaS Service is down and not functioning, the system is disabled, or non- responsive.
- ii. “Severity Code 2” (High) shall mean a SaaS Service is functioning, but major components are unavailable or unusable.
- iii. “Severity Code 3” (Normal) shall mean a SaaS Service is operating normally in all material respects, however minor components are functioning abnormally.
- iv. “Severity Code 4” (Low) shall mean a SaaS Service is operating normally but you may need instructional assistance, or you are requesting functionality that is not currently included in the product.

b. Technical Support Service Levels:

- i. Severity Code 1 issues will be responded to within one (1) hour when submitted during business hours.
- ii. Severity Code 2 issues will be responded to within four (4) hours when submitted during business hours.
- iii. Severity Code 3 issues will be responded to within one (1) business day.
- iv. Severity Code 4 requests will be responded to within one (1) business day.

4. Backup Process

Finalsite will back-up or cause daily and weekly back-ups of the Customer data (excluding the Customer logos and trademarks) on-site and to an off-site location chosen by Finalsite.

5. Volume-Based Obligations

Finalsite will provide and will be responsible for maintaining the hosting, bandwidth, storage and other volume-based Services usage metrics set out in the relevant Order. If the Customer exceeds the Service usage limits defined in the relevant Order, Finalsite shall not be held liable for any performance-related issues which arise from excess usage and may, at its discretion, charge for any excess use beyond the limits described in the relevant Order.