

# Service Level Agreement and System Support Plan

This Service Level Agreement and System Support Plan ("SLA") is issued and is subject to, the terms of the [Terms of Service](#) (the "Agreement"). Unless otherwise provided herein, capitalized terms will have the meaning specified in the Agreement. reserves the right to change the terms of this SLA from time to time.

Capitalized terms not defined in this SLA and Support Guidelines will have the meaning stated in the Agreement.

## SERVICE LEVEL AGREEMENT

### 1. Definitions

**"Monthly Uptime Percentage"** shall mean the total minutes in a calendar month less the total minutes of Unavailability in such calendar month, multiplied by 100, and then divided by the total minutes in such calendar month.

**"Unavailable"** or **"Unavailability"** shall mean that Company was not able to process incoming alerts and send notifications within five (5) minutes of receiving the alerts, according to the policies and notification rules defined by you within the Company service. The Company SLA Exclusions (defined below) do not constitute Unavailability for purposes of this SLA.

**"Service Commitment"** shall mean the Monthly Uptime Percentage to which Company commits the service.

**"Service Credit"** shall mean a monetary credit, calculated as set forth below, that Company may credit back to you. Service Credits are calculated as a percentage of one-twelfth (1/12) the total charges paid by you as subscription fees on an annual basis.

### 2. Service Commitment

Company will be available with a Service Commitment of at least 99.9%, during any calendar month of service. In the event Company does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### 3. Company SLA Exclusions

The Service Commitment does not apply to any Company unavailability that: (i) is caused by factors outside of Company reasonable control, including any force majeure event; (ii) results from your acts or omissions, equipment, software or other technology and/or third party equipment, software or other technology as such is not permitted by the Agreement and/or the Company Terms; (iii) arises from suspension of your right to use Company in accordance with the Agreement and/or the Company Terms, and (iv) routine scheduled maintenance; (collectively, the **"Company SLA Exclusions"**).

### 4. Measurement

Company uses a proprietary system that consists of both internal and 3rd party monitoring services to measure whether Monthly Uptime Percentage. You agree that this system will be the sole basis for resolution of any dispute that may arise regarding this SLA.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0% but equal to or greater than 97.0%	10%
Less than 97.0%	20%

Service Credits will only be provided against future payments by you for Company. If the Unavailability occurs during the last month of the then-current Subscription Term, and either party has opted not to renew), we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Except as indicated in the foregoing, Service Credits will not entitle you to any refund or other payment from us. A Service Credit will be issued only if the credit amount for the applicable calendar month is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other accounts using Company. Your sole and exclusive remedy for any Unavailability is the Service Credit (if eligible) in accordance with the terms of this SLA.

## 5. Support Plans

We will use commercially reasonable efforts to provide the following telephone, email, and chat-based support to you according to your purchased subscription plan.

Subscription Plan	Telephone-Based Support	Email-Based Support	Chat-Based Support	Community	Support Hours*
Free				✓	M-F 9:00 AM – 5:00 PM (EST)
Essentials		✓	✓	✓	M-F 9:00 AM – 5:00 PM (EST)
Standard		✓	✓	✓	M-F 2:00 AM – 5:00 PM (EST)
Enterprise	✓	✓	✓	✓	24 x 7 x 365

## 6. Support Response Time Commitment

We will use commercially reasonable efforts to respond to requests from you regarding errors with Company that are made between 9:00am-5:00pm ET within the following timeframes following confirmed receipt by us of an error support request, and we shall use commercially reasonable efforts to provide a resolution commensurate with the Severity Level of the error.

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Severity Level	Criteria	Response Time
<b>Severity 1</b> (critical business impact)	Substantially impacts your use of Company, and for which no workaround exists	20 minutes
<b>Severity 2</b> (significant business impact)	Substantially impacts your use of Company, but for which a workaround may exist	3 hours
<b>Severity 3</b> (moderate business impact)	impact to your use of Company for which a workaround may exist	12 hours
<b>Severity 4</b> (minimal impact)	Low impact/nuisance that does not affect your use of Company	24 hours

## 7. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the Company support center. The Service Credit request must be us by the end of the second billing cycle after which the incident occurred and must include the dates and times of each claimed Unavailability incident.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which the Unavailability is confirmed. Your failure to provide the request and any other reasonably requested information will disqualify you from receiving a Service Credit.

**Last updated: October 1, 2018**