

# Experlogix Service Level Agreement (SLA)

Experlogix commits to provide 99.9% uptime with respect to the Service during each month of the Term, excluding mutually scheduled maintenance times. Uptime is determined based upon the number of minutes in each month that the Service is available (less excused downtime) divided by the total number of minutes in the month (less excused downtime). If in any month this uptime commitment is not met by Experlogix and Customer was negatively impacted, (i.e., attempted to access the Service and failed due to the unscheduled downtime of the Service), Experlogix shall provide, as the sole and exclusive remedy, a service credit equal to one half day of its Experlogix subscription for each 2 hours of general Service unavailability below 99.9%. In order to receive a credit under this Service Level Agreement, Customer must request it by emailing Experlogix at [sla@Experlogix.com](mailto:sla@Experlogix.com) within fifteen days of the end of the applicable month. Customer must supply a detailed description of the incident, information regarding the time and duration of the downtime, the number and location(s) of affected users, and any attempts made by Customer to resolve the incident. All claims will be verified against applicable system records. Customers who are past due or in default with respect to any payment or any material contractual obligations to Experlogix are not eligible for any credit under this Service Level Agreement. The service credit is valid for up to one year from the month for which the credit was issued. Service credits shall be applied only as a credit against future invoices. This Service Level Agreement may be amended by Experlogix at its discretion, but only after providing thirty days advance notice. Notices will be sufficient if provided to a user designated as a contact for your Experlogix account by email. Development, Sandbox, QA and other non-production environments are expressly excluded from this or any other service level commitment. In no event will Experlogix have any obligation hereunder for any error or downtime resulting from or in connection with: (a) Customer's unauthorized modification or combination of the Service (in whole or in part), (b) problems related to third party products not provided, specified, or authorized by Experlogix, (c) factors outside Experlogix's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or issues involving power, network, software or hardware systems not within Experlogix's possession or control), (d) Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with published guidance, (e) faulty input, instructions, arguments or extensions (for example, formula, rule, query or data mapping errors), (f) Customer's use of the Service after Experlogix advised Customer to modify Customer's use of the Service, if Customer did not modify use as advised.