

SERVICE LEVEL GUARANTEE

LAST UPDATED: APRIL 1, 2020

REPLACES IN ITS ENTIRETY ALL PRIOR VERSIONS

THIS SERVICE LEVEL GUARANTEE describes the kinds of levels of service that Company offers to ensure maximum availability and performance. Capitalized terms not defined in this Service Level Guarantee shall have the meaning ascribed to such terms as in Company's Terms of Service Agreement.

1. DEFINITIONS

"Business Hours" means Monday through Friday between 8:30 a.m. and 5:30 p.m. U.S. PST time, excluding observed US holidays of: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Business Day" means 9 Business Hours.

"Credits" means credits based upon the actual duration of the interruption of the Service.

"Downtime" means the inability to access or utilize the Service without critical failure due to failure of the Software, or network equipment managed and owned by us or our subcontractors.

"Downtime Exclusions" means: (a) network outages, equipment failures that are outside of our reasonable control, and denial of service attacks; (b) scheduled maintenance or maintenance to fix Problems; (c) Changes initiated by You, whether or not You made the changes Yourself or the changes were made on Your behalf; and (d) any and all force majeure events.

"Problem" means any error, defect, or malfunction having a material adverse effect on the appearance, operation, functionality, or performance of the Service.

"Service Levels" means the performance standards for the Service as set forth in this Service Level Guarantee.

"Urgent Priority Problem" means any Problem that materially impedes or prevents access to or use of the Service or any material functionality thereof, affecting users generally.

"Workflow" means any user-specified task or sequence of tasks available to be automated within the Service.

"Your Service Level" means specific performance characteristics and/or guarantees that may be indicated by Your Subscription.

2. SERVICE LEVEL GUARANTEE

Except as otherwise provided, the Service will be available 24 hours per day, 7 days a week. Company shall use commercially reasonable efforts to maintain availability of the Service as specified by Your Service Level (in Your Subscription), subject to any Downtime. Availability of the Service does not include a maximum guarantee of time required to perform any task with Your Materials (such as completing a Workflow) as these are substantially affected by the details of the Materials and may further be determined by the priority assigned to tasks in Your Service Level. Additional information may be available in Your Subscription. Company will use commercially reasonable efforts to schedule maintenance of no more than 60 minutes during non-peak hours and otherwise to minimize any Downtime. If specified by Your Service Level, We will notify You at least 24 hours in advance of any scheduled maintenance that is anticipated to cause Downtime, and We will use commercially reasonable efforts to coordinate all other maintenance during non-peak hours to minimize any Downtime. The maintenance window will generally be between 1 p.m. and 2 p.m. U.S. PST on Sundays, unless otherwise notified. If We fail to meet any Service Level required under this Agreement, We shall promptly, at no additional charge: (a) investigate, assemble, and preserve pertinent information with respect to, and report on, the causes of the Problem giving rise to such failure, including performing a root cause analysis of such Problem; (b) advise You of the status of the remedial efforts being undertaken with respect to such Problem; (c) use commercially reasonable efforts to minimize the impact of and correct such Problem and to begin meeting the Service Level as soon as practicable; and (d) take appropriate preventive measures to avoid the recurrence of such Problem.

3. SERVICE LEVEL EXCLUSIONS

This Service Level Guarantee is a limited warranty provided according to its terms. Our commitments and obligations under this Service Level Guarantee do not apply to Problems, and credits will not be given with respect to Downtime, caused directly or indirectly by: (a) use of the Service with the software, goods, or services of any Third-Party Provider not pre-approved by Company; (b) misuse, accident, neglect, negligence, or abuse of the Service by You or anyone accessing the Service through Your Account; (c) Your Materials; (d) environmental factors outside of the Service hosted environment, including without limitation, Your network configurations, settings, and restrictions, group settings, and firewall settings; (e) alterations made to configurations, settings, or

Software without Company approval; and (f) any other cause or thing determined by Company, in its reasonable discretion, that falls outside the scope of basic support and service entitlement. Custom programming, on-site support, support of Third-Party Provider goods or services, and individual training is not a part of basic support entitlement. The credit policy does not apply to any on-premise installations of Company products due to downtime; provided, however, that if Company deems the root cause of the problem to be the responsibility of Company's product, We may organize a separate remuneration compared to what is detailed below.

4. NOTIFICATIONS

We will provide information regarding Downtime via email or through status updates at designated areas of the Website for all Services hosted by Company. If Your Service Level provides additional notification options, wWe shall use commercially reasonable efforts to notify Your designated contacts of Urgent Priority Problems according to the terms of Your Service Level.

5. TIME TO RESPOND

We shall use commercially reasonable efforts to respond (i.e. to actively begin working on) to Problems We detect (whether by use of monitoring tools, capturing and confirming the existence of a problem, Your notification of such problem, or otherwise). Although We make no guarantees with respect to the maximum time required to fix or provide workarounds for any Problems, We shall take commercially reasonable efforts to ensure that any fixes are undertaken and performed without delay and prior to the maximum response times set forth below.

Severity	Description	Maximum Response Time
1	Major Software functionality failures affecting users, generally	1 Business Day
2	Unavailability of a critical Software function or component, or affecting many users	2 Business Days
3	Reduced or inhibited performance of the Software affecting few users	5 Business Days
4	Non-urgent issues, requests, general questions	10 Business Days

6. REPORTING

We shall record our Service Level performance on a calendar-month basis for all Aservices hosted by Company, and upon Your request, We shall provide Service Level performance information by which You can verify the accuracy of the Service Level measurements.

7. CREDIT POLICY

If We fail to meet the uptime levels as set forth below in any given calendar month, We will give to You – **as our sole obligation and as Your sole and exclusive remedy** – for the failure to meet the foregoing obligations and guarantees, and subject to the credit exceptions listed below, credit Your account with Credits (representing a pro rata portion of the fees paid) to be applied against future monthly fees according to the following assurance schedule:

Uptime Levels	Credit
Uptime of 99.5% or higher	No Credit
Uptime of 98.0–99.4%	10%
Uptime of 95.0–97.9%	25%
Uptime of 90.0–94.9%	50%
Uptime of less than 90.0%	100%

For clarity, the percentage credit above is applicable to a monthly period, so, if your Service fee is annual, the percentage credit above shall apply to 1/12 of Your annual Subscription fee, not Your entire annual Subscription fee.

With respect to any other failure by Company with respect to the Service – **as our sole obligation and as Your sole and exclusive remedy** – and subject to the credit exceptions listed below, we will credit Your account with

an equitable amount Credits on account of such failure, as determined by Company in our reasonable discretion (representing a pro rata portion of the fees paid) to be applied against future monthly fees

If no future monthly fees are payable by You, such credit shall be issued as a refund of Your payment within 60 days of the cancellation of Your Subscription. Uptime percentages are calculated using actual minutes of Downtime, rounded down to 1-minute boundaries. Any issue lasting less than 1 minute will not be included in the calculation of availability.

8. ADDITIONAL CREDIT EXCEPTIONS

If at any time You are in breach of, or default under the any agreement You have with Company or its Affiliates, You will not be entitled to receive any service credits. Credit will not be issued for any covered outage that, as determined by us in our reasonable judgement, results from: (a) Downtime Exclusions; (b) the Service Level Exceptions noted in Section 3, above; (c) any other negligence or willful misconduct by any Person accessing the Service through Your Account; and (d) any Problems that cannot be corrected because of Your failure or inability to participate in resolution of a Problem.

9. COOPERATION

To be entitled to support and maintenance services, and the guarantees made above: (a) You must outline to support all Problems with sufficient detail and information (including screenshots where appropriate); (b) the Problem and must be able to be recreated/reviewed within the applicable Service support environment; and (c) the Service needs to be operating in conjunction with supported client and server environments (this includes using supported operating systems, web browsers, and MS Excel versions).