Service Level Standards

1.   SaaS Availability Service Level.   Icertis will provide 99.5% System Availability over one- month periods as measured and monitored by Icertis or it will make the Service Level Availability ("**SLA**") Credits available as provided below. System Availability will be calculated on a monthly basis as follows: (Actual Availability *divided by* Total Availability) *multiplied by* 100 ("**System Availability**"). The following definitions shall apply:

(a)   "**Actual Availability**" means Total Availability minus Downtime, in minutes.

(b)   "**Downtime**" means the time (in minutes) that Subscriber may not access the production environment of the SaaS and such environment is not otherwise actively processing a Subscriber-initiated request, in all cases due to failure or malfunction of the SaaS. Downtime does not include any unavailability of the SaaS due to the Exclusions listed in Section 2 below.

(c)   "**Force Majeure Event**" Is as defined in the agreement between the parties and as provided below.

(d)   "**Planned Downtime**" means time (in minutes) that the SaaS are not accessible to Subscriber (i) for the purpose of reasonably updating, upgrading or maintaining the SaaS or its underlying infrastructure (for example, without limitation, operating system upgrades, hardware repairs, database backups, data center moves, or the like); (ii) during the then current maintenance windows (ask your Icertis representative for the current windows, but which will in any event occur outside of the Subscriber's local working hours); and (iii) in each such instance, with Icertis' reasonable efforts to provide notice (email or in-product) to Subscriber at least 24 hours in advance.

(e)   "**Total Availability**" means 7 days per week, 24 hours per day.

2.   Exclusions. The following are excluded from the definition of Downtime and as such no SLA Credits will be provided for:

- Planned Downtime

- Unavailability attributable to Subscriber's equipment, software or network, or by actions of Subscriber or Subscriber's personnel or agents, unless that action was undertaken at the express direction of Icertis, or inaction following reasonable instruction; or

- Unavailability attributable to Force Majeure Event, including general Internet services (e.g. DNS, internet backbone, etc.) outage.

3.   SLA Credits. If Icertis fails to meet the System Availability requirements, Subscriber will be eligible to request a credit calculated as follows (the **"SLA Credits"**):

   3.1   SLA Credit for Service Level Availability Failure. If the System Availability during any given month falls below 99.5% and Subscriber requests an SLA Credit within 30 days of the end of that month, Icertis will provide Subscriber with a SLA Credit equal to the greater of:

- Five percent (5%) of the subscription fees set forth in the applicable order form for the applicable SaaS for that calendar month; or

- The actual unavailability rate for that calendar month as a percentage of the applicable subscription fees for that calendar month, not to exceed a credit of fifty percent (50%) in any given month. As an example, if the SaaS has an uptime availability of 85% during a calendar month, then the service credit will be fifteen percent (15%).

Each SLA Credit will be paid by Icertis to Subscriber by way of a credit on the next invoice submitted by Icertis to Subscriber, unless no further invoices are issued by Icertis after the date on which the SLA Credit becomes payable, in which case Icertis will promptly pay such SLA Credit to Subscriber.