



## SLOPE SERVICE LEVEL POLICY

This Slope Service Level Policy (this “**Service Level Policy**”) describes the service level requirements for the Service offered by Slope pursuant to the written subscription agreement entered into by and between you (“**Customer**” or “**You**”) and Slope (the “**Agreement**”). This Service Level Policy may be updated by Slope from time to time upon reasonable notice (which may be provided through the Service or by posting an updated version of this Policy). Capitalized terms used herein but not otherwise defined in this Service Level Policy shall have the meaning given them in the Agreement.

1. **Scheduled Uptime.** The Service shall be made available 24 hours per day, 7 days per week, excluding scheduled and notified maintenance of the Service (“**Scheduled Maintenance**”).
2. **Service Availability.** Subject to the terms and conditions of the Agreement, Slope will use commercially reasonable efforts to make the Service available for use with a Monthly Uptime Percentage of at least 99.9% during each monthly billing cycle of the Subscription Term.

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which the Service is rendered unusable to a User or the lack of a critical feature or function of the Service makes it unusable to a User.

Monthly Uptime Percentage measurements exclude downtime resulting from any of the following: (a) Scheduled Maintenance, (b) actions or inactions of Customer, any User and/or any third party introduced by Customer and/or (c) factors outside of Slope’s reasonable control, including any force majeure event or outage caused by a third party provider. Availability of the Service may be monitored at the following address: <http://status.slopesoftware.com/>.

3. **Service Credits.** In the event that Slope fails to meet the service level requirements outlined in this Service Level Policy during any monthly billing cycle of the Subscription Term and Customer notifies Slope within ninety (90) days of the end of such monthly billing cycle by submitting a Support Request (as defined in the Support Policy), Customer will be eligible to receive a service credit in the percentage amount described in the chart below (“**Service Credit**”) to be applied against the total Fees paid by Customer (excluding any one-time payments) during the applicable monthly billing cycle.

Monthly Uptime Percentage	Service Credit
99.8% - 98.0%	5%
<97.9%	10%

As an example, if the Monthly Uptime Percentage during a monthly billing cycle is 99.0%, then Customer would be entitled to a Service Credit equal to 5% of the Fees paid by Customer during such monthly billing cycle.

The terms and conditions of this Service Level Policy are hereby incorporated into the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this Service Level Policy, the Agreement shall govern.

**VERSION DATE:** January 15, 2021