



Last updated: April 05, 2019

AMPLESPOT SERVICE LEVEL AGREEMENT

This AmpleSpot Service Level Agreement ("**SLA**") accompanies the AmpleSpot Terms and Conditions, available at <https://app.amplespot.com/legal/terms> or a successor URL (the "**Agreement**") entered into between the Customer and AmpleSpot. Capitalized terms used in this SLA that are not defined herein have the meanings given to them in the Agreement.

1. Definitions

Scheduled Maintenance. "**Scheduled Maintenance**" means AmpleSpot's scheduled routine maintenance of the Products for which AmpleSpot notifies Customer at least twenty-four (24) hours in advance. Scheduled Maintenance will not exceed eight (8) hours per month.

2. Target Availability

2.1. AmpleSpot shall use its reasonable endeavours to ensure an uptime rate for the Products of not less than 99.97% in any given calendar year. ("**Target Availability**").

2.2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to:

- i. use of the Products by Customer in a manner not authorized in this Agreement or the applicable Documentation;
- ii. general Internet problems, force majeure events or other factors outside of AmpleSpot's reasonable control;
- iii. Customer's equipment, software, network connections or other infrastructure;
- iv. Third-party systems, acts or omissions; or
- v. Scheduled Maintenance or reasonable emergency maintenance.

3. The Remedy

3.1. **The Remedy for Failure to Meet Target Availability.** If there is a verified failure of a Product to meet Target Availability in two (2) consecutive months, then Customer may terminate the applicable Subscription Term by sending written notice of termination within thirty (30) days after the end of the second such month, in which case AmpleSpot will refund to Customer any

fees Customer has pre-paid for use of such Product for the terminated portion of the applicable Subscription Term.

This termination and refund right is Customer's sole and exclusive remedy, and Amplespot's sole and exclusive liability, for Amplespot's failure to meet the Target Availability.