SERVICE LEVEL STANDARDS : Cloudnosys Service Level Agreement

1. Service Level Standards. If customer is a party to a mutually executed agreement that specifically references these Service Level Standards as applicable (such as the Cloudnosys Service Terms) then the following will apply to that customer's production environment of the Subscription Services.

1.1 Subscription Services Availability Service Level. Cloudnosys will provide 99.5% System Availability over one month periods as measured and monitored by Cloudnosys or it will make the SLA Service Credits available as provided below (the "Service Levels"). The Service Level commitment does not apply to any non-production environments of the Subscription Services, such as proof of value, staging, development and testing environments. 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 Subscription Services and the Subscription Services are not otherwise actively processing a customer-initiated request, in all cases due to failure or malfunction of the Subscription Services. Downtime does not include any unavailability of the Subscription Services due to the Exclusions listed in Section 2 below.

(c) "Force Majeure Event" Any failure or delay caused by or the result of causes beyond the reasonable control of Cloudnosys and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities with jurisdiction, or any civil or military authority, national emergency, insurrection, riot or war, widespread communication outage, or other similar occurrence.

(d) "Planned Downtime" means time (in minutes) that the Subscription Services are not accessible to Subscriber (i) for the purpose of reasonably updating, upgrading or maintaining the Subscription Services 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 Cloudnosys representative for the current windows); and (iii) in each such instance, with Cloudnosys's 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 Cloudnosys, or

- Unavailability attributable to Force Majeure Event, including general Internet and Cloud vendor's services (e.g. DNS, internet backbone, etc.). or

- Cyber security event, where service has been disrupted by a vulnerability

3. Reporting. During the term of this Agreement, Cloudnosys will, upon Subscriber's request, provide monthly reports to Subscriber that include Cloudnosys's performance with respect to the Service Levels and such other metrics as reasonably requested by Subscriber from time-to-time.

4. SLA Service Credits. If Cloudnosys fails to meet any of the Service Levels, Subscriber will be eligible to request a service credit calculated as follows (the "SLA Credits or SLA Service Credit"):

4.1 SLA Penalty for Service Availability Service Level Failure. If the System Availability during any given month falls below 99.5% and Subscriber requests an SLA Service Credit, Cloudnosys will provide Subscriber with a SLA Service Credit equal to the percentage of the total monthly subscription applicable to the month in which the Service Level failure occurred corresponding to the System Availability Level set forth in the chart below:

System Availability Level	SLA Subscription Credit
99.0-99.5%	5% of total monthly Subscription applicable to month in which failure occurred
97.5-99.0%	10% of total monthly Subscription applicable to month in which failure occurred
95.0-97.5%	25% of total monthly Subscription applicable to month in which failure occurred
< 95.0%	100% of total monthly Subscription applicable to month in which failure occurred

Each SLA Subscription Credit will be added to your current subscription as extension of service by Cloudnosys to Subscriber by way of a credit.