

# Service Level Commitment – 9/23/2022

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## Service Level Commitment

**1.0 Help Desk Operations:** Workiva shall maintain a customer support team staffed with personnel to receive inquiries by telephone and e-mail twenty-four (24) hours a day, year round. All Critical Issues must be reported via telephone. Non-Critical Issues can be reported through any available support channel and will be responded to in alignment with our support response times.

**2.0 Support Response Times:** Workiva shall use commercially reasonable efforts to correct or provide a reasonable workaround to address all material errors that are identified in the Software pursuant to the chart below.

Error Level	Criteria	Workiva Response
Critical	Errors preventing essential work from being done in the necessary timeframes.	Workiva Support will respond to initial call within thirty (30) minutes. Workiva will work to correct the issue or provide a reasonable work around, providing status updates every two (2) hours. For any critical issues that are not resolved or for which a reasonable workaround is not provided within six (6) hours, the issue shall be escalated to a member of Workiva's Executive Management who will be personally involved in overseeing resolution. Workiva will work continuously (24x7) using diligent efforts on the request until the issue is resolved, an estimated time for resolution is determined or is determined unresolvable.
Urgent	Errors which cause impairment of the Software functionality that cause Customer to suffer significant inconvenience in performing day-to-day business functions.	Respond to initial call or receipt of email within two (2) hours. Workiva will work to correct the issue or provide a reasonable workaround, providing status updates every twenty-four (24) hours. If an Urgent Issue is not resolved, a reasonable workaround is not identified, a resolution has no estimated delivery time, or is determined unresolvable within four (4) business days, the issue will be escalated to Critical.
Standard	Errors where there are problems of a cosmetic nature or which have an insignificant effect on Customer's operations.	Respond to initial call or receipt of email within two (2) hours. Considered for next scheduled material upgrade of the Software.

**3.0 Service Availability Commitment:** The Software will be available 99.5% of the time, measured on a quarterly basis. Availability shall be calculated for the measurement period by dividing (a) the Baseline Uptime less Unscheduled Downtime by (b) the Baseline Uptime for the same period.

3.1 "**Baseline Uptime**" is the total number of minutes during the measurement period during which the Software is available for access and use by the Customer. Baseline Uptime excludes Scheduled Downtime and Excused Downtime.

3.2 "**Scheduled Downtime**" is the total time during the measurement period that the Software is not available due to planned maintenance. For more details on notice of Scheduled Downtime, see below.

3.3 "**Unscheduled Downtime**" is the total number of minutes during the measurement period during which the Software is not available for use by the Customer other than Scheduled Downtime and Excused Downtime. Unscheduled Downtime shall be measured from the time Customer first reports the outage to Workiva.

3.4 **"Excused Downtime"** is the total time during which the Software is not available for use by the Customer due to events outside of Workiva's control, including: (i) Customer side hardware or network issues, (ii) telecommunications outages, or (iii) other Force Majeure Events.

**4.0 Scheduled Downtime:** Workiva uses commercially reasonable efforts to perform all scheduled maintenance in a manner that does not typically require downtime. If downtime is required for maintenance, updates, or other fixes, it will occur during off-peak periods (usually 2am-5am Eastern Standard Time on Saturday or Sundays). With respect to scheduled downtime required by Workiva's service providers (e.g., Google, Amazon), Workiva will provide notice to Customer within forty-eight (48) hours of receiving notice thereof from the applicable third party.

**5.0 Uptime Credits:** In the event that the availability of the Software for the applicable measurement period, as measured above, is below 100%, Customer shall be eligible for the service credits described below.

Uptime Percentage	Credits
99.5% and Greater	0% of quarterly Subscription Service Fees for applicable period
Between 99.5 and 97.5%	10% of quarterly Subscription Service Fees for applicable period
Between 97.5 and 95.5%	25% of quarterly Subscription Service Fees for applicable period
Between 95.5 and 90.5%	35% of quarterly Subscription Service Fees for applicable period
Less than 90.5%	50% of quarterly Subscription Service Fees for applicable period

**6.0 Service Credits or Terminate for Refund.** Customer may either elect to receive service credits or terminate the Agreement or the applicable Order, for a pro-rated refund of the fees remaining for the remainder of the Term. If Customer elects to receive service credits, they will be applied and offset future incurred Subscription Service Fees. If Customer elects to terminate the Agreement Workiva will provide a pro-rated refund within a commercially reasonable amount of time after such termination. In order to receive such refund, Customer must provide Workiva with thirty (30) days' written notice of its intent to terminate the Agreement due to the unavailability of the Software. Service credits or a refund shall constitute Customer's sole and exclusive remedy for the applicable outages.

**7.0 Customer Must Request Service Credit.** In order to receive any of the service credits described above, Customer must request the credits from Workiva in writing within thirty (30) days of the end of the applicable measurement period. Failure to so request the service credits will forfeit Customer's right to receive service credits for the applicable measurement period.

**8.0 Alternative Filing Process.** In the event of material outages of the Software, Workiva will maintain a process to support Customer's ability to continue processing and filing the external filings using alternate methods and/or supporting changes to the documents using processes similar to those used by other financial printers. To support these efforts, Customer shall regularly back up their files and Customer Data (at least daily) during the week prior to the anticipated filing.