

COPADO SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is incorporated in and made a part of the governing agreement (“Agreement”) between Copado and Customer and effective as of the date of the Agreement. Capitalized terms used but not defined in this policy shall have the meaning set out in the Agreement. To the extent this SLA conflicts with the Agreement, the Agreement shall control.

1. DEFINITIONS.

“Availability” means the Services are available and responding to data requests made by Users. Availability is subject to the Exclusions.

“Reporting Period” means the applicable calendar month in which Availability is measured and reported.

“Service Credit” means the percentage-based refund based on Customer’s monthly fees (or if Customer pays annually the annual fee divided by twelve) as set forth in the table in Section 3 of the SLA.

“Unavailability” consists of the number of minutes that the Services was not Available. Copado’s calculation of Availability will not include downtime resulting from (i) scheduled maintenance by Copado, where the Customer has received at least a five-day advance notice of such scheduled maintenance; (ii) reasons of a Force Majeure event, to the extent defined in the Agreement, or (iii) interruptions or delays in providing the Services resulting from unavailability of a third party application, telecommunications, or Internet service provider failures (“Exclusions”).

2. AVAILABILITY.

Copado agrees to Availability of the Services ninety-nine and five tenths percent (99.5%) of the time on a monthly basis. Customer may check Copado’s planned downtime and its monthly Availability metrics at <https://status.copado.com/uptime>.

3. REMEDIES.

If Services Availability falls below 99.5% during any Reporting Period, Customer’s exclusive remedy for violation of the SLA shall be the Service Credits outlined below.

Scheduled Uptime	Service Credit
Less than 99.5%	3%
Less than 98%	5%
Less than 95%	10%
Less than 90%	25%

To receive a Service Credit, Customer must notify Copado support within 30 days of the end of the Reporting Period in which the Availability falls below the thresholds set forth in the table above. Under no circumstance shall the Unavailability of the Services be deemed a default under the Agreement. If Copado fails to maintain the minimum performance standards described herein for (i) two consecutive months; or (ii) any three-month period in any rolling twelve-month period, the Customer shall have the right, at its sole option, to terminate their Agreement (in whole or in part) upon written notice to Copado. If the Customer elects to terminate the Agreement (in whole or in part) due to Copado’s performance, Copado shall refund prepaid and unearned amounts based on the remaining months of the Agreement term.