

**Exhibit A**  
**General Service Level Addendum**

This Exhibit A (Service Level Addendum) (“SLA”) is subject to and made a part of the Terms of Use to which this SLA is attached, (the “Agreement”) and is effective as of the date that it is attached to the Agreement (the “SLA Effective Date”). Except as set forth below, the terms of this SLA apply to the on-line Services Customer purchases under an Order Form that SFDC makes generally available to its customers on or after the SLA Effective Date, (collectively “SLA Services”) except (i) to the extent Customer already has an SLA for a Service as part of the Agreement, such SLA remains in full force and effect for such Service and such Service is excluded from the SLA Services and (ii) the Services listed at [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/misc/usla-excluded-services.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/misc/usla-excluded-services.pdf), (“Excluded Services List”) which may be updated from time to time, provided, any on-line Services Customer purchases under an Order Form that SFDC makes generally available to its customers that is not on the Excluded Services List on the date Customer first purchases such Service, may not be excluded from this SLA.

1. **Availability.** SFDC shall make each SLA Service available 99.7% of the time, except as provided below. Availability will be measured for each SLA Service individually and will not be aggregated across all SLA Services. Availability will be calculated per calendar quarter, per SLA Service, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.7\%$$

- *total* means the total number of minutes in the calendar quarter;
- *nonexcluded* means downtime that is not *excluded*; and
- *excluded* means:
  - Any planned downtime of which SFDC gives 24 or more hours’ notice in accordance with the Agreement, via a conspicuous on-screen message in the applicable SLA Service and/or on the applicable Trust site (as may be identified in the [Maintenance Window](#) schedule). SFDC will use commercially reasonable efforts to schedule all planned downtime during the times as set forth in the [Maintenance Windows](#) schedule for the SLA Services identified therein.
  - Any unavailability caused by circumstances beyond SFDC's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), denial-of-service attacks, or third-party Internet service provider failures or delays.
  - Any failures, downtime or delays by a Non-SFDC Application.

For any partial calendar quarter during which Customer subscribes to an SLA Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

2. **Remedies.** Should SFDC fail to make any SLA Service available as set forth in Section 1 above in a calendar quarter, Customer may continue to use such SLA Service but receive a refund for one full day of subscription fees for each active subscription on the affected SLA Service instance in that quarter, for each full or partial hour of SLA Service unavailability below the percentage specified in Section 1 above. In no case shall the total refund for unavailability in any quarter aggregated across all SLA Services exceed the lesser of \$250,000 or 33% of the subscription fees paid by Customer for all SLA Services for such quarter. Should SFDC fail to make any SLA Service available as set forth in Section 1 above in two consecutive calendar quarters, or should SFDC make any SLA Service available less than 98% of the time in a single quarter (consistent with the calculations set forth in Section 1, above), Customer may, in lieu of receiving the above-described refund for the second quarter (or single quarter as applicable), terminate its subscriptions to all the SLA Services of the type that were unavailable by providing notice of termination in accordance with Section 3 below, in which case Carahsoft will refund to Customer any prepaid fees for the remainder of such SLA Services subscription term(s) following the date of

termination. The remedies described in this paragraph shall be the sole remedies available to Customer for a failure to meet this SLA.

3. **Reporting, Claims and Notices.** To claim a remedy under this SLA, Customer shall send SFDC a notice, via email addressed to [sla@salesforce.com](mailto:sla@salesforce.com), containing the following details:

- SLA Service(s) that form the basis for the claim;
- Billing information, including company name, billing address, billing contact and billing contact phone number;
- Downtime information with dates and time periods for each instance of downtime during the relevant period by applicable SLA Service; and
- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within 15 calendar days after the end of the applicable quarter, except where an SLA Service subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 15 calendar days after the subscription end date.

All claims will be verified against SFDC's system records. Should SFDC dispute any period of unavailability alleged by Customer, SFDC will provide to Customer a record of the SLA Service availability for the applicable period. SFDC will provide such records only in response to claims made by Customer in good faith.

4. **General:** In addition to the Services on the Excluded Services List, excluded from this SLA are, for the avoidance of doubt, Non-SFDC Applications, Content, and Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import, and with respect to the Heroku Services:

- Actions initiated by Customer with the Heroku Services, such as application deployment.
- Applications not using a Heroku provided Postgres Dedicated Database, as outlined <https://elements.heroku.com/addons/heroku-postgresql>
- Heroku APIs.

Carahsoft/SFDC shall have no obligations under this SLA during any period in which customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations thereunder.