

Service Level Agreement (SLA)

During the Term of the agreement under which TriTech has agreed to provide TriTech's Platform and services to Customer (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9%.

In the event TriTech does not meet the above Service Level Commitment, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Service Level Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by TriTech to meet the Service Level Commitment.

TriTech will provide Customer with a Service Level Credit equal to the percentage of downtime for non-excepted interruptions over a given quarter in relation to the total time that elapses over a given quarter, with that percentage being multiplied by the proportional pricing for access to the TriTech Platform and services for that quarter.

"Available" means the TriTech Platform and services are responsive to valid Customer usage and API calls in such a manner that results in a successful response.

"Downtime" means any period of time in which the TriTech Platform or services are not available.

Downtime specifically excludes any time in which the TriTech Platform is not available because of (a) emergency maintenance (b) force Majeure Events (c) usage of Beta or other non-generally available features or services.

"Quarterly Uptime Percentage" means the total number of minutes in a quarter, minus the number of minutes of Downtime suffered from all Downtime Periods in a quarter, divided by the total number of minutes in a quarter.

"Scheduled Maintenance" is Downtime Period related to network, hardware, or software maintenance or upgrades.

Customer Must Request Financial Credit

In order to receive any of the Service Level Credits described above, Customer is responsible for documenting any creditable downtime and requesting a credit, in writing, no later than thirty (30) days after the end of a quarter in which the documented downtime occurred. The end of the quarter is defined as March 31st, June 30th, September 30th, or December 31st. Failure to comply with this requirement will forfeit Customer's right to receive a Service Level Credit.

Maximum Financial Credit

The aggregate maximum number of Service Level Credits to be issued by TriTech to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Service Level Credits will be applied against future payments due from Customer to use TriTech's Platform and Services and will be applied within 60 days after the Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation), (c) features or Services that have been deprecated; or (d) errors: (i) caused by factors outside of TriTech's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement.