



Service Level Agreement

Availability Commitment

An online subscription Bonterra Product will be available 99.85% of the time, measured on a calendar monthly basis (the “**Availability Commitment**”). Availability measures will not include downtime resulting from:

- Upgrades: Customer will receive prior notice of Bonterra’s upgrade windows, which will be scheduled between 5pm and midnight Eastern Time to the extent feasible. Downtime due to routine upgrades that is excluded from the availability calculation will not exceed four (4) hours per month. Downtime due to major upgrades that is excluded from the availability calculation will not exceed twenty-four (24) hours, which will only occur during a Saturday or Sunday.
- Pre-scheduled maintenance periods: Customer will receive at least one (1) business day prior notification of pre-scheduled maintenance periods. Maintenance shall be scheduled between 5pm and midnight Eastern Time. Downtime due to pre-scheduled maintenance that is excluded from the availability calculation will not exceed four (4) hours per month.
- Emergency maintenance periods: Customer will receive prior notification on a commercially reasonable efforts basis. These maintenance periods will involve applying critical security patches and other emergency repairs to the Bonterra infrastructure.

The Availability Commitment does not apply to any downtime of the Bonterra Product that results from:

- Account suspension or termination due to Customer’s breach of the Agreement;
- Disengagement of functionality of the Bonterra Product due to Customer’s request; or
- Factors outside of Bonterra’s reasonable control, including Customer’s or its service provider’s equipment, software, or other technology.

Upon request, Bonterra will provide Customer with access to the Bonterra Product dashboard displaying information regarding Maintenance Windows and any periods of unscheduled downtime or degraded performance.

Credit

If Bonterra fails to achieve the above Availability Commitment for the Bonterra Product in a month, Customer may claim a credit based on a monthly pro-rated amount of the subscription fee, as provided below. A “Credit” means the percentage of the subscription fee during the Calendar month.

PERCENTAGE AVAILABILITY PER MONTH	CREDIT
99.85-100.0%	0%
97.0-99.84%	2%
94.0-96.99%	4%
92.0-93.99%	10%
Below 92.0%	20%

Effective Date: January 1, 2024

Customer will not be entitled to a credit if the Customer is in breach, including its payment obligations. To receive a credit, a Customer must file a claim for such credit within five (5) days following the end of the month in which the Availability Commitment was not met by contacting Bonterra with a complete description of the downtime, how Customer was adversely affected, and for how long.

The credit remedy set forth in this Service Level Agreement is the Customer's sole and exclusive remedy for the unavailability of the Bonterra Product.