



CI360 Service Level Warranty Addendum

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This CI360 Service Level Warranty Addendum describes SAS' Service Level Warranty for Service availability and Customer's remedy for Downtime.

1. Service Level Warranty

1.1 Definitions.

1.1.1 **"Downtime"** means any period of unavailability of the Service for the applicable downtime category as follows.

1.1.1.1 **"API Downtime"** means any period of unavailability of a SAS-provided API to respond to a Customer request.

1.1.1.2 **"Application Response Downtime"** means any period of unavailability of the Service to: (a) respond with data to a visit to a Customer website or to the use of a Customer mobile application; or (b) transmit messages to the mail transfer agent or to the applicable push notification service.

1.1.1.3 **"Data Receipt Downtime"** means any period of unavailability of the Service to receive data from a visit to a Customer website or the use of a Customer mobile application and to make that data available in the Service within two (2) hours from the point of collection.

1.1.1.4 **"User Interface Downtime"** means any period of unavailability of the Service user interface.

1.1.2 **"Maximum Monthly Downtime"** means, for each Downtime Category, 3.5 hours of Downtime per calendar month which has been calculated based on a 99.5% availability percentage.

1.1.3 **"Planned Outage"** means any scheduled outage resulting in Downtime for maintenance activities or other reasons.

1.1.4 **"Service Credit"** means an amount equal to 0.5% of the Subscription Fee under the Order Form for the current subscription period or Five Hundred US Dollars (\$500.00), whichever is greater, up to a maximum of Two Thousand Five Hundred US Dollars (\$2,500.00). If the Order Form reflects Fees in a currency other than USD, the Service Credit will be credited in local currency based on the conversion rate in effect on the date that the Service Credit is issued.

1.1.5 **"Service Level Warranty"** means the warranty that the production instance will be available to Customer as described in the *Service Level Warranty* section of this Addendum.

1.2 **Service Level Warranty.** SAS warrants that the Service will experience no more than the Maximum Monthly Downtime with respect to each applicable Downtime Category during each calendar month of the Term. SAS will monitor the Service and will determine System Availability.

1.3 Applicability.

1.3.1 The Service Level Warranty will not apply to: (a) non-hosted Software; (b) technical support; or (c) telecommunications lines. The Service Level Warranty does

not apply to any unavailability of the Service or performance issues that result from or are related to: (a) a Force Majeure cause; (b) actions or inactions of Customer or any third parties outside of SAS' control including, but not limited to third party provider(s); (c) Customer's equipment and/or third party equipment not within the sole control of SAS or its representatives; or (d) Customer's failure to comply with the *Prohibited Activities* section of the Subscription Addendum.

1.3.2 Any unavailability of the Service relating to the *Planned Outages* or *Temporary Service Suspensions* sections below are not a breach of the Service Level Warranty and SAS will not provide Customer with any Service Credits.

1.4 **Planned Outages.** SAS will use reasonable efforts to provide Customer with at least seventy-two (72) hours' notice prior to a Planned Outage.

1.5 **Temporary Service Suspensions.** SAS may temporarily suspend Customer's access to the Service if SAS reasonably determines that:

(a) a threat, attack, denial of service attack, or other event creates a risk to the Service, the internet data center, any party or a third party;

(b) Customer's use of the Service creates a risk to the applicable CI360 Offering, the internet data center, any party or third party, or may subject SAS or any third party to liability;

(c) Customer uses the Service for fraudulent or illegal activities, or any activity prohibited by the System usage rules;

(d) subject to applicable law, Customer ceases to continue its business in the ordinary course, attempts to make an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;

(e) Customer uses the Service in breach of the Agreement;

(f) there is any unauthorized access to or use of the System;

(g) Customer is in default of its payment obligations following SAS' commercially reasonable notification efforts to Customer; or

(h) applicable law prohibits SAS from providing the Service to Customer.

SAS will use commercially reasonable efforts to provide written notice of any Service suspension to Customer and will provide updates regarding resumption of availability of the Service. Once the problem that gave rise to the Service suspension has been resolved, SAS will resume the

Service. SAS will not provide any Service Credits and will have no liability for any damage, liabilities, losses (including any loss of data or profits) that Customer may incur as a result of any Service suspension under this section.

2. Service Credits

Service Credits will apply to Customer's production instances only. Customer will be entitled to request only one (1) Service Credit each month. Customer must request each Service Credit within thirty (30) days of the end of such calendar month. Customer's failure to request a Service Credit within this timeframe will forfeit the Service Credit for that month. Any Service Credits received by Customer will be applied to the next invoice for Subscription Fees under the Order Form. However, if the Service Credit is due in the final period of the Term, SAS will refund the Service Credit to Customer.

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3. Termination

Customer may terminate the Order Form for cause and without penalty if: (a) Customer receives a total of four (4) Service Credits during any annual period under the Order Form; and (b) SAS breaches the Service Level Warranty in any subsequent calendar month during such annual period. Customer must notify SAS of its intention to terminate within thirty (30) days following the end of the calendar month in which the termination right arises.

4. Exclusive Remedies

Exclusive Remedies. The *Service Credits*, and *Termination* sections above state Customer's sole and exclusive remedy for any noncompliance with the Service Level Warranty.