

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “**Agreement**”) sets forth the obligations of Nyansa, Inc. (“**Nyansa**”) and our customers’ rights with respect to the availability of the public cloud instance of the Service (this Agreement does not apply to subscriber’s of any private cloud instance of the Service). All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the End User License Agreement between you (the “**Customer**”) and Nyansa (the “**EULA**”), available at [www.nyansa.com/eula](http://www.nyansa.com/eula).

**1. Definitions.** For purposes of this Agreement, the following terms have the meaning ascribed to each term below:

“**Downtime**” means if Customer is unable to access the Service by means of a web browser as a result of failure(s) in the Service software or architecture, as confirmed by Nyansa.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtimesuffered in a calendar month, divided by the total number of minutes in a calendar month.

“**Service Credit**” means the number of days that Nyansa will add to the end of the Term, at no charge to Customer.

**2. Service Level Warranty.** During the Term, the Service will be operational and available to Customer’s of the public cloud instance at least 99.5% of the time in any calendar month (the “**Service Level Warranty**”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Uptime	Days Credited
< 99.5% - ≥99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

**3. Customer Must Request Service Credit.** In order to receive Service Credit, Customer must notify Nyansa within 30 days from the time Customer becomes eligible to receive a Service Credit under the terms of this Agreement. Failure to comply with this requirement will forfeit Customer’s right to receive Service Credit.

**4. Maximum Service Credit.** The aggregate maximum amount of Service Credit to be issued by Nyansa to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts.

- 5. Exclusions.** The Service Level Warranty does not apply to any performance issues that (i) are caused by riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond Nyansa's reasonable control so long as Nyansa uses commercially reasonable efforts to mitigate the effects of such force majeure, (ii) resulted from Customer's equipment or third party equipment or service (e.g. Customer's internet connection), or both, or (iii) resulted from Customer's violation of the restrictions or Customer responsibilities set forth in the EULA.
- 6. Exclusive Remedy.** This Agreement sets forth Customer's sole and exclusive remedy for any failure by Nyansa to meet the Service Level Warranty.