Nitma Marketplace Service Level Agreement

Updated November, 2019

1 General Terms

This Nitma Marketplace Service Level Agreement is a part of Your Nitma Marketplace Agreement. This

SLA applies to the Marketplace, but does not apply to any on-premise software that is part of the Marketplace or any other Product.

If we do not achieve and maintain the Service Levels as described in this SLA, then You may be eligible for a credit towards a portion of Your monthly service fees.

2 Definitions

Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Nitma Marketplace Agreement.

"Applicable Monthly Period" means, for a calendar month in which a Service Credit is owed, the number of days that You are a subscriber for a Service.

"Applicable Monthly Marketplace Fees" means the total fees actually paid by You for a Service that are applied to the month in which a Service Credit is owed.

"Downtime" is defined below. Downtime does not include Scheduled Downtime or temporary suspension. Downtime does not include Marketplace unavailability due to limitations described below and in the Agreement.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Scheduled Downtime" means periods of Downtime related to network, hardware, or Service maintenance or upgrades.

"Credit" is the percentage of the Applicable Monthly Marketplace Fees credited to You following Nitma's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that Nitma agrees to meet in the delivery of the Marketplace.

"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

3 Changes to the SLA

We will not modify this SLA during any Marketplace Subscription term; however, if You renew Your subscription, the version of this SLA that is current at the time of renewal will apply throughout the renewal Subscription term. We will provide at least 30 days' notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting http://www.Nitma.com/terms

4 Claims

In order for Nitma to consider a claim, You must submit the claim to Nitma customer support by email to support@Nitma.com, including all information necessary for Nitma to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Your attempts to resolve the Incident at the time of occurrence.

We must receive the claim by the 25th of the calendar month following the month in which the Incident occurred. We will evaluate all information reasonably available to us and make a good faith determination of whether a Credit is owed. We will use commercially reasonable efforts to process claims within thirty (30) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Credit. If we determine that a Credit is owed to You, we will apply the Credit to Your next Marketplace invoice.

5 Credits

Credits are Your sole and exclusive remedy for any performance or availability issues for the Marketplace under the Agreement and this SLA. You may not unilaterally offset Your Applicable Monthly Marketplace Fees for any performance or availability issues. Credits apply only to fees paid for the Marketplace. The Credits awarded in any billing month for the Marketplace will not, under any circumstance, exceed 50% Your monthly Marketplace fees in the billing month.

6 Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

a) Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at Your site or between Your site and our data center);

b) That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

c) Caused by Your use of the Marketplace after we advised You to modify Your use of the Marketplace, if You did not modify Your use as advised;

d) During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software;

e) That result from Your unauthorized action or lack of action when required, or from Your employees, agents, contractors, or vendors, or anyone gaining access to the Marketplace by means of Your passwords or equipment, or otherwise resulting from Your failure to follow appropriate security practices;

f) That result from Your failure to adhere to any required configurations, follow the AUP, or Your use of the Marketplace in a manner inconsistent with the features and functionality of the Marketplace (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;

g) That result from faulty input, instructions, or arguments; or

h) That result from Your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.

7 Marketplace Service Level Guarantee

Downtime: Any period of time when users are unable to access the Marketplace by logging in through www.Nitma.com.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$(User\ Minutes - Downtime)/(User\ Minutes)\ x\ 100$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Monthly Uptime	Percentage Service Credit
< 99.9%	10%
< 95%	30%

END