



### **Kognitos Uptime Policy**

1. **Service Commitment.** This Kognitos Service Level Agreement (“SLA”) outlines the service levels to be provided in the delivery of the Kognitos Service. The Service will be available with a Monthly Uptime Percentage (defined below) of at least 98% during any calendar month (the “Uptime SLA”). In the event the Kognitos Service does not maintain the Monthly Uptime Percentage, Customer will be eligible to receive a Service Credit as defined below.
2. **Measurement Method.** The “Monthly Uptime Percentage” means and will be measured as follows:
  - The denominator: the total hours in an applicable calendar month (total time minus planned maintenance or exclusions as listed below);
  - divided by;
  - The numerator: the denominator value minus the time of any outages in Kognitos Service in the monthly period.
3. **Exclusions.** The Monthly Uptime Percentage shall not apply to service degradations caused by or related to any of the following:
  - Planned or emergency maintenance.
  - Issues caused by Customer after Kognitos advised Customer to modify Customer’s use of the Kognitos Service, if Customer did not modify its use as advised.
  - Issues during beta and trial use of the Kognitos Service.
  - Issues that resulted from the use of third-party hardware or software, in which the third-party hardware or software caused the service degradation.
  - Services, circumstances or events beyond the reasonable control of Kognitos, including, without limitation, any Force Majeure events, the performance and/or availability of local ISPs employed by Customer, or any network beyond the control of Kognitos.
  - Any Kognitos planned downtime.
  - Any planned or maintenance downtime with respect to the cloud platform service on which the Kognitos Service is deployed.
4. **Service Credits and Credit Request Procedures.** If the Monthly Uptime Percentage falls below the Uptime SLA, and the same is confirmed by Kognitos, Customer may make a request for a credit, provided such request meets the following conditions:
  - The request must be sent to: support@Kognitos.com with the words “SLA credit request” in the subject line;
  - The request must be received by Kognitos within three (3) days of the date the incident incurred;
  - The request must include dates and times for each incident claimed; and
  - The request must include monitoring logs and supporting information reasonably necessary for Kognitos to confirm the

For the avoidance of doubt, Kognitos will reject credit requests that fail to meet the conditions above.

If the Monthly Uptime Percentage falls has been confirmed to fall below the Uptime SLA for the credit request, and the same is confirmed by Kognitos, a credit will be issued to Customer according to the table below (a “Service



**Credit**”), and such Service Credit (if any) will be issued within thirty (30) days following such confirmation. The Service Credit will be calculated in accordance with the schedule below. The Service Credit Percentage is the percentage of the monthly Kognitos Service fees for the Kognitos Service that is credited to Customer for a validated claim.

**Monthly Uptime Percentage Service Credit Percentage**

| Monthly Uptime Percentage                        | Service Credit Percentage |
|--|---------------------------|
| Less than 98% but greater than or equal to 95.0% | 3%                        |
| Less than 95.0%                                  | 5%                        |

Customer acknowledges and agrees that notwithstanding anything to the contrary: (a) the Service Credit is the sole and exclusive remedy with respect to any failure to meet the Uptime SLA; (b) the Service Credit may only be used by Customer to reduce the applicable fees with respect to a new Service Order and not to reduce the Fees with respect to the current Service Order; (c) Service Credits may not be converted into cash, cash equivalents, or entitle Customer to a refund; and (d) any unused Service Credits shall expire and be of no use following the expiration or termination of the applicable Service Order of the Agreement.