



Service Level Agreement

This Service Level Agreement ("SLA") forms part of the Agreement between Suzy, Inc. ("Suzy") and Client and sets forth the service levels applicable to the Platform. Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. Availability. Suzy will use commercially reasonable efforts to ensure that the Platform is available 99.9% of the time each calendar month (the "**Service Commitment**"). Availability is measured monthly. The Platform will be considered unavailable once Client notifies Suzy that downtime has begun and until access is restored. Subject to the SLA Exclusions below, if Suzy does not meet the Service Commitment, Client will be eligible to receive Service Credits as described in Section 5.
2. Maintenance. Planned maintenance will be scheduled outside of Business Hours (defined as: Monday through Friday, 9:00 a.m. – 6:00 p.m. U.S. Eastern Time) whenever reasonably possible. Suzy will provide at least five (5) days' prior notice of planned maintenance.
3. Customer Support. Customer support is provided in accordance with the support package purchased in the applicable Order. Unless otherwise specified, standard support includes responses to product-related questions and troubleshooting during Business Hours via the methods set forth in the Order.
4. Response Times. Suzy will use commercially reasonable efforts to respond to Platform support inquiries and to restore availability within the timeframes below, measured during Customer Support hours.

Priority	Definition	Response Time	Target Restoration Time
1 – System Outage	The Platform is down, inoperable, or inaccessible to all users.	1 Business Hour	2 Business Hours
2 – Moderate Degradation	A significant issue where core Platform functions are severely limited, or performance is substantially impaired, impacting multiple users.	4 Business Hours	48 Business Hours
3 – Minor Degradation	A limited or cosmetic issue with minimal impact on	1 Business Day	5 Business Days



	operations, such as errors affecting non-essential functions, localized impact, or documentation errors.		
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5. Service Credits. Client's sole and exclusive remedy, and Suzy's entire liability, for failure to meet the Service Commitment is Service Credits, calculated as follows:

Monthly Uptime	Service Credit
< 99.9% and ≥ 99.0%	.5% of annual fee
< 99.0% and ≥ 95.0%	1.5% of annual fee
< 95.0%	3% of annual fee

To receive a Service Credit, Client must notify Suzy via email within ten (10) business days of the downtime. Failure to provide timely notice forfeits the right to Service Credits. Suzy will provide a summary of any Service Credits due ninety (90) days before the end of the then-current License Term.

Service Credits may only be applied against Fees on future invoices, may not be applied to invoices already issued, may not be redeemed for cash or as a refund of Fees paid, and will not exceed ten percent (10%) of the annual Fees in any License Term.

6. SLA Exclusions. The Service Commitment does not apply to downtime or unavailability:
- Caused by factors outside Suzy's reasonable control, including force majeure events or general Internet issues;
 - Resulting from Client's or any third party's actions or inactions;
 - Caused by Client's or third-party equipment, software, or technology (other than third-party equipment within Suzy's direct control); or
 - Due to planned maintenance of the Platform.
7. Updates. Suzy may update this SLA from time to time by posting a revised version at www.suzy.com/trust-center.