

## FLOQAST SERVICE LEVEL AGREEMENT

1. **Uptime Guarantee.** The Services will be available 99.5% of the time except for scheduled maintenance on a calendar month basis (the “**Uptime Guarantee**”).

a. Service availability for a given calendar month is calculated as a percentage using the following:

$$\frac{(\text{Total Time} - \text{Unplanned Downtime} - \text{Scheduled Maintenance Time})}{(\text{Total Time} - \text{Scheduled Maintenance time})} \times 100$$

b. The following definitions shall apply:

- i. “**Total Time**” is the total minutes in a calendar month.
- ii. “**Unplanned Downtime**” is the total minutes that the Services was unavailable due to an unplanned outage in a given calendar month. Unplanned outages with a "Major outage" designation, as recorded on the FloQast status page located at <https://status.floqast.com/> will be considered Unplanned Downtime. Customer's inability to access the Services caused by Customer's Third Party Applications, unavailability of Customer's administrative support, or Customer's internet connection is not considered Unplanned Downtime.
- iii. “**Scheduled Maintenance Time**” is the total minutes that the Services is unavailable due to planned system maintenance in a given calendar month. Scheduled Maintenance shall not occur during the first week of any calendar month nor during Support Hours (as defined below). All Scheduled Maintenance shall be communicated to Customer at least three (3) days in advance. FloQast operates on a continuous release cycle, so Scheduled Maintenance is not required for typical deployments. Scheduled Maintenance is reserved for critical updates or emergency purposes.

### 2. Downtime Credits.

a. If FloQast fails to meet the Uptime Guarantee as calculated in accordance with Section 1.a. above, downtime credits shall be available, as Customer's sole and exclusive remedy, at Customer's request, in accordance with the following (“**Downtime Credits**”):

Service Availability	Downtime Credit
<99.5% to 99.0%	10%
<99.0% to 95.0%	20%
<95.0% to 90.0%	30%
<90.0% to 80.0%	50%
<80.0%	100%

- b. Requests for Downtime Credits should be submitted in writing to [support@flogast.com](mailto:support@flogast.com) within thirty (30) days of the applicable month. Written requests should include the applicable calendar month and the total Unplanned Downtime observed by the Customer. Downtime Credits may only be claimed if Customer has no undisputed amounts past due to FloQast.
- c. Approved Downtime Credits shall be applied as follows:
  - i. on the next invoice on the current Order;
  - ii. on the next invoice for a renewal Order; or
  - iii. if there are no amounts remaining to be invoiced on the Order and no renewal Order, then FloQast shall issue a refund for the Downtime Credits within ninety (90) days of expiration of the Agreement.
- d. In addition to any Downtime Credits, in the event that FloQast fails to meet the Uptime Guarantee for (i) three (3) consecutive months or (ii) three (3) months in a six (6) month period, then the Customer will have the right to terminate the applicable Order or this Agreement on written notice to FloQast and receive a refund of all prepaid unused Fees as of the date of termination.
- e. This Service Level Agreement is subject to change upon notice to Customer, but no such changes shall result in the Uptime Guarantee being less than 99.5% nor shall there be any material reduction of Customer's other rights and remedies set forth in this Service Level Agreement.

### 3. Technical Support Services.

- a. Standard support provides Customer and Customer's Clients with 24x7x365 access to the online FloQast Knowledge Base at <https://help.flogast.com/> or FloQademy at <https://flogademy.flogast.com/>. The Knowledge Base and FloQademy provides online knowledge base tools, articles, tips and tricks, responses to frequently asked questions (FAQ), on-demand trainings, tutorials, and educational content.
- b. If support issues are not resolved using the online FloQast Knowledge Base or FloQademy, Customer may send technical and support questions via email to [support@flogast.com](mailto:support@flogast.com), or initiate a support case via web form submission at <https://help.flogast.com/hc/en-us/requests/new>
- c. **North America Customers:** The FloQast Support Team shall be available between the hours of 6:00 AM – 6:00 PM Pacific Time (the “**Support Hours**”) on a weekday that is a non-US Federal Holiday.
- d. **EMEA Customers:** The FloQast Support Team shall be available between the hours of 9:00 AM – 6:00PM London, UK local time on a weekday that is a non-UK National Holiday.
- e. **APAC Customers:** The FloQast Support Team shall be available between the hours of 9:00 AM – 6:00PM Sydney, AU local time on a weekday that is a non-AU National Holiday.
- f. If a support request is received by the FloQast Support Team during the applicable support hours, FloQast will adhere to the following response times based on the priority level as determined by the FloQast Support Team:

Priority	Description	Response Time	Example
Urgent	Blocking issue, No available workaround(s)	1 Hour	Application-wide outage (e.g. Unplanned Downtime), complete failure of critical feature
High	Blocking issue, Available workaround(s)	4 Hours	Feature failure that can be bypassed or remediated by customer action
Normal	Non-blocking issue	8 Hours	Routine errors, unexpected behaviors
Low	Informational, Other requests	16 Hours	Feature requests, how-to requests defined in documentation

[End of FloQast Service Level Agreement]