



Service Level Agreement

This **Service Level Agreement** ("SLA") is incorporated into and forms part of the ClearWork Software and Services Agreement between **ClearWork, Inc.** ("ClearWork") and the **Client** ("Client"). Capitalized terms not defined herein shall have the meanings set forth in the Agreement or the applicable Order Form.

AGREEMENT:

1. Definitions

1.1. Credit

Means a credit paid for the affected subscription-based ClearWork Service.

1.2. Downtime

The total number of minutes in the Month during which the production version of the ClearWork Platform is unavailable, excluding Excluded Downtime.

1.3. Excluded Downtime

Means the total number of minutes in the Month attributable to:

- Scheduled maintenance during the Maintenance Window (as defined below).
- Any scheduled Major Upgrade Window, for which the Client has been notified at least 5 business days in advance.
- Unavailability caused by factors outside of ClearWork's reasonable control, including force majeure events or other events that could not have been avoided through reasonable diligence.

1.4. Maintenance Window

The recurring maintenance window on the **first Sunday of each month**, during the hours of 12:00-5:00 PM Eastern Standard Time. ClearWork may adjust the Maintenance Window as needed, with notice to Client via email.

1.5. Major Upgrade Window

Any extended upgrade or maintenance period, with at least 5 business days' advance email notice provided to the Client.

1.6. Month

A standard calendar month.

1.7. Monthly Subscription Fees

The monthly subscription fees (or one-twelfth of the annual subscription fee) paid by the Client for the affected ClearWork Service.

1.8. System Availability Percentage

Calculated as the System Availability Percentage represents the percentage of time during a calendar month that the production version of the ClearWork Platform is available for use, excluding any scheduled maintenance or other planned downtime. It is calculated by taking the total number of minutes in the month, subtracting any minutes of planned or excluded downtime, and then subtracting the number of minutes the service was actually unavailable. This result is

divided by the total number of minutes in the month, again excluding planned or excluded downtime, and then multiplied by 100 to express the result as a percentage.

1.9. System Availability SLA

ClearWork will maintain 99.7% System Availability during each Month for the production version of the ClearWork Platform.

1.10. Total Minutes in the Month

Total minutes available for the Month, calculated as 24 hours x 7 days x number of days in the Month.

2. System Availability and Credits

2.1. Credits

- If ClearWork fails to meet the System Availability SLA for a particular Month, the Client may claim a Credit, which will be applied as a discount on a future invoice for the affected service.
- Credit amounts are capped at 100% of the Monthly Subscription Fees for the affected Month.

2.1.1. Claim Process

- Claims must be submitted in good faith through a documented support ticket or email to hello@clearwork.io within 30 business days of the end of the Month in which the SLA breach occurred.
- Claims must include:
 - The dates and times of the suspected unavailability
 - The Client's logs or evidence (if available) to corroborate the incident

2.1.2. Eligibility

- Credits are only available to Clients in good standing with no outstanding overdue balances.

2.2. Reporting

- ClearWork will provide a monthly report of the System Availability Percentage for the Platform upon request.
- Reports will be delivered by email or via the ClearWork admin console when available.

3. Changes to Maintenance or Upgrade Windows

- The standard Maintenance Window occurs on the first Sunday afternoon of each month.
- ClearWork may update the Maintenance Window or schedule Major Upgrade Windows as required, with notification via email at least 30 days in advance for changes to the standard window, or 5 business days for major upgrades.

4. Additional Notes

- This SLA does not apply to unavailability caused by:
 - Client or third-party systems, equipment, or connectivity failures.
 - Misuse or unauthorized use of the ClearWork Platform.
 - Factors covered under "Excluded Downtime."