

Service Level Agreement

Hoxton Analytics Limited
Last Updated: 9th December 2020



Hoxton Analytics Ltd ("**Hoxton**") will provide the Services (as defined below) in accordance with the performance standards set forth in this Service Level Agreement ("**SLA**"). Any terms used but not defined in this SLA will have the meanings given to them in Hoxton's Terms of Sale.

Definitions

"**Services**" means the Data Latency and Portal Uptime (each as set forth below) aspects of the Hoxton services only.

"**Subscription Fees**" means the fees payable by the Customer for the Hoxton Subscriptions as set out on the order confirmation page. If the Subscription Fees are not defined on a monthly basis, the Monthly Subscription Fees will be the total Subscription Fees divided by the number of months in the Subscription Term.

Service Levels

Hoxton will use commercially reasonable efforts to ensure that that the Services will meet the service levels set forth in the table below ("**Service Levels**").

Service Level	Measurement	Credit
Data Latency (Occupancy). 95% of occupancy data will be available via the Hoxton platform (including via API if applicable) within five minutes of real-time.	Measured on a monthly basis, the " Monthly Latency Percentage (Occupancy) " will be calculated as follows: (total number of Latent Days for the given calendar month / total number of days for the given calendar month) * 100. " Latent Days " means a day during which the following calculation consistently results in a time difference of 301 seconds or greater: Hoxton posting timestamp - actual timestamp.	If the Monthly Latency Percentage (Occupancy) is greater than 5%, Customer will be entitled to a credit equal to the Monthly Subscription Fees multiplied by the Monthly Latency Percentage (Occupancy).
Data Latency (Count). 95% of count data will be available via the Hoxton platform (including via API if applicable) the same day.	Measured on a monthly basis, the " Monthly Latency Percentage (Count) " will be calculated as follows: (total number of Latent Days for the given calendar month / total number of days for the given calendar month) * 100. " Latent Days " means a day when less than 95% of count data for the period 00:00 – 22:00 is available to Customer at 23:59.	If the Monthly Latency Percentage (Count) is greater than 5%, Customer will be entitled to a credit equal to the Monthly Subscription Fees multiplied by the Monthly Latency Percentage (Count).
Portal Uptime: 99% uptime of the Hoxton portal.	Measured on a monthly basis, the " Monthly Portal Downtime Percentage " will be calculated as follows: (total Portal Downtime in minutes for the given month / total number of minutes in the given month) * 100. " Portal Downtime " means a period of at least 30 consecutive minutes where	If the Monthly Portal Downtime Percentage is greater than 1%, Customer will be entitled to a credit equal to the Monthly Subscription Fees multiplied by the Monthly Portal Downtime Percentage.

	multiple attempts are made to access the Hoxton portal and do not receive a response.	
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Scheduled Maintenance

The Service Level measurements set forth in the table above exclude any impact on Data Latency and/or Portal Uptime caused by planned or scheduled maintenance. Hoxton will endeavour to conduct planned or scheduled maintenance during off-peak hours and provide notice to the Customer at last 24 hours in advance of any planned or scheduled maintenance.

SLA Exclusions

This SLA and the Service Levels and credits set forth in this SLA do not apply to any performance issues or failure to meet any Service Level: (i) that resulted from any actions or inactions of Customer or any third parties; (ii) that resulted from Customer's equipment or third party equipment; or (iii) caused by factors outside of Hoxton's reasonable control, including, but not limited to: (1) acts of God, acts of government, flood, fire, earthquakes, civil wars, acts of terror, pandemic, strikes; (2) computer, telecommunications, internet service provider, hosting facility, power systems unrest, denial of service attacks; (3) outages of third party connections, platforms, APIs, hardware/software or data integrations; (4) external network problems, such as poor local networking configuration (DHCP, Static IP, DNS Servers, Subnets, VLANs); (5) updates or changes to local networking configuration that would affect the pre-set networking template or environment set up during initial installation process; (6) faulty cat5/6 cabling or wiring; (7) local power or utilities outages that result in loss of device power; (8) other problems inherent to the general use of the Internet and other public networks or caused by Customer or third parties; and (9) Customer account being suspended or closed.

Service Credits

If the Services fail to meet the Service Levels set forth in this SLA, Customer will be entitled to the credits set forth in the table above, provided Customer has no overdue fees owing to Hoxton at such time. The total credits for any given calendar month will not exceed 20% of the Monthly Subscription Fees. Credits are not redeemable for cash or a refund of any fees paid and can only be applied towards future orders. Customer will not be entitled to a credit under this SLA if Customer is in breach of Hoxton's Terms of Sale or if Customer's account has been suspended or closed. Credits awarded pursuant to this SLA are the exclusive remedy for the Service Levels falling below the performance standards set forth in this SLA.

Hoxton has no obligation to monitor the Services, provide any Downtime reporting, or automatically issue any credits. If Customer believes a credit is due under this SLA, Customer can initiate a review by contacting Hoxton at support@hoxton.ai ("**Credit Request**"). All Credit Requests must be submitted within seven (7) calendar days of the end of the month for which Customer is seeking a credit ("**Credit Request Window**"). Credit Requests will not be considered if they are received outside the Credit Request Window. Credit Requests will be promptly reviewed by Hoxton.

Customer will provide Hoxton with reasonable access to all necessary personnel to answer questions regarding Downtime reported by Customer or Credit Requests submitted by Customer. If Hoxton cannot identify the cause of any Downtime reported by Customer, Customer will provide additional information regarding the Downtime as Hoxton may reasonably request in order to assist Hoxton with identifying the cause of the Downtime.