



Spanning Backup for Salesforce Service Level Agreement October 5th, 2015

This Service Level Agreement (“SLA”) is between Spanning Cloud Apps, LLC. (“Spanning”), and the customer (“Customer”) of the Spanning Backup for Salesforce (“Service”) and sets forth the service level terms and conditions.

Definitions. The following definitions shall apply to the Spanning Backup for Salesforce SLA:

- “Downtime” means the Service is unavailable for Customer, excluding Permitted Downtime
- “Permitted Downtime” means downtime that occurs as part of Spanning's maintenance activities where the customer has been notified of the outage before it occurs
- “Monthly Uptime Percentage” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- “Service Credit” means additional number of days of our service added to the current subscription for all users in the Customer's affected domain.

Spanning Backup for Salesforce SLA. While the Customer is receiving the Service under the Spanning Backup Agreement (“Agreement”), the Service will be operational and available to Customer at least 99.9% of the time (the “Service Availability Goal”) in any calendar month (the “Spanning Backup for Salesforce SLA”). If Spanning does not meet the Spanning Backup for Salesforce SLA, and if Customer meets its obligations under this Spanning Backup for Salesforce SLA, Customer will receive Service Credits per the schedules below. This Spanning Backup for Salesforce SLA states Customer's sole and exclusive remedy for any failure by Spanning to meet the Spanning Backup for Salesforce SLA.

Monthly Uptime Percentage

- < 99.9% - >= 99.0% → 5 Days Added to Term
- < 99.0% - >= 95.0% → 10 Days Added to Term
- < 95.0% → 20 Days Added to Term

Customer Obligations. In order to receive any of the Service Credits described above, Customer must notify Spanning within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.



Spanning Backup for Salesforce SLA Exclusions. The SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any performance issues: (i) caused by force majeure events; or (ii) that resulted from Customer's equipment or services, or third party equipment or services.