

Spanning Backup - Service Level Agreement

[April 19, 2018]

Overview

This Service Level Agreement (this “SLA”) describes the service levels applicable to Customer’s access to Spanning Backup for Office 365, Spanning Backup for G Suite, and Spanning Backup for Salesforce (the “Service”) as a Customer of Spanning pursuant to the Subscription Agreement (the “Agreement”) between Customer and Spanning. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Service Levels

While the Customer is receiving Service under the Agreement, Spanning shall use commercially reasonable efforts to provide the Service in accordance with Sections 1. Service Availability Goal and 2. Daily Backups. If the Service does not meet or exceed the service levels specified in those sections, and provided that Customer satisfies the conditions and otherwise meets its obligations under this SLA, Customer will be eligible for Service Credits or other compensation as described in the respective section.

For purposes of this SLA, a “Service Credit” shall mean an additional day of the affected Service added to the current subscription term for all Users thereof. This SLA states Customer’s sole and exclusive remedy for any failure by Spanning to meet the service levels set forth herein.

1. Service Availability Goal

Spanning will use commercially reasonable efforts to provide the Service with a Monthly Uptime Percentage of at least 99.9% for each calendar month during the term of a subscription (the “Service Availability Goal”). The Monthly Uptime Percentage for each month shall be calculated as follows:

$$\frac{\text{(total number of minutes in month – total number of minutes of Downtime in month)}}{\text{total number of minutes in month}}$$

For purposes of calculating the Monthly Uptime Percentage, the following terms shall have the following meanings:

- “Downtime” means the Service is unavailable to Customer, excluding Permitted Downtime.
- “Permitted Downtime” means downtime that occurs as part of Spanning's maintenance activities where Customer has been notified of the outage before it occurs.

If Spanning does not meet the Service Availability Goal for a given month during the term of a subscription and Customer meets its obligations under this SLA, Customer will receive Service Credits per the schedule below.

Monthly Uptime Percentage:

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

2. Daily Backups

Following the Service’s first initiation, finishing (successfully or partially due to errors beyond Spanning’s control) and saving of a copy of Customer’s data that is available through the applicable third party API(s) used by the Service (“Backup”), the Service will conduct daily Backups (the “Daily Backup Goal”) during the term of the subscription. If Spanning does not meet the Daily Backup Goal in any calendar month and Customer meets its obligations under this SLA, Customer will receive Service Credits per the schedule below.

Days without Backups:

- 1 Day without Backups → 3 Days Added to Subscription Term
- 2 Consecutive Days without Backups → 7 Days Added to Subscription Term
- 5 Consecutive Days without Backups → 15 Days Added to Subscription Term

For purposes of the foregoing schedule, a “Day without Backups” means a calendar day where the Service failed to conduct a Backup.

Customer Obligations

In order to be eligible for any of the Service Credits or other compensation described above, Customer must be current in all payment obligations and be in full compliance with the terms and conditions of the Agreement and this SLA. Additionally, in order to receive any of the Service Credits or other compensation described above, Customer must notify Spanning in writing within thirty days from the time Customer becomes eligible to receive a Service Credit or other compensation. Failure to comply with this requirement will forfeit Customer's right to receive such Service Credit or compensation.

SLA Exclusions

The SLA does not apply to any Service that expressly excludes this SLA (as stated in the documentation for such Service) or any performance issues: (i) caused by force majeure events or other circumstances beyond Spanning's reasonable control; or (ii) that resulted from Customer's or any third party's equipment or services, including, but not limited to, any Microsoft, Salesforce or Google service, including, without limitation, Microsoft Office 365, Salesforce or G Suite; or (iii) that are attributable to or caused by any failure of the Internet or other telecommunications systems.