

# Service Level Agreement

Effective Date: January 1<sup>st</sup> 2025



This Service Level Agreement (SLA) is an integral part of the Syskit End User License Agreement (EULA). By accepting the EULA, you are accepting this SLA which forms an integral part of the EULA. This SLA determines the targeted availability of hosting services that Syskit provides to the customer as a “Software as a Service.” If there is a conflict between the terms of this SLA and the EULA regarding the hosting services, the terms of the SLA will apply.

Syskit shall make hosting services available to the customer pursuant to this SLA and shall use commercially reasonable efforts to make the hosting services available at the gateway between the public internet and the network of the Cloud Services Provider, except for: (i) scheduled Downtime; and (ii) as set forth in the EULA and this SLA. Customer understands that the SLA does not constitute a warranty for the customer. "Downtime" means a period of time during which the customer is unable to use all aspects of the hosting services for which the customer has permission.

Syskit warrants that the hosting service shall have an uptime of not less than 99.95% in any Calendar Month. "Calendar Month" means each full month during the term of the hosting service measured from 12:00 a.m. Central European Time on the first day of the month through 11:59 p.m. Central European Time on the last day of the month. Customer shall bring forth any claim of excessive Downtime by submitting the details of such Downtime to SYSKIT (by emailing support@syskit.com). Customer must provide all reasonable details regarding the event and the level of service the customer claims was not met. Syskit must receive such claims latest by the end of the calendar month following the month in which the alleged Downtime occurred. After Syskit’s investigation of such claims, should Syskit determine that it has not met the uptime requirement set forth herein, Customer shall, as an exclusive remedy, be entitled to a Service Credit not to exceed in any particular Calendar Month 10% of the monthly fees for the hosting services paid by the customer to Syskit. Service Credits are calculated in the following manner:

Availability of the Hosting service during a Calendar Month	Availability Credit (% of monthly fee for Calendar Month, which is the subject of a claim)
<99.95%	2%
<97.00%	5%
<95.00%	10%



Any Service Credits shall be credited to Customer within thirty (30) days of the determination of excessive Downtime by Syskit as set out above. Syskit will calculate a Service Credit based on the service charges that were in effect in the month in which the guaranteed service level was not achieved. Calculated Service Credit will be applied in the form of a credit or discount against a future invoice for Syskit's service.

Syskit will not be liable for multiple Service Credits for the same Calendar Month, i.e. the total Service Credits awarded with respect to any Calendar Month shall not, under any circumstance, exceed 10 percent (10%) of the monthly fees for the hosting services paid by the customer to Syskit.

Service credits represent the sole obligation of Syskit towards the customer in the event of the guaranteed level of service not being available. Therefore, the customer is not entitled to any other claims from Syskit due to the lack of guaranteed availability of the hosting service. If there are unpaid invoices or other monetary obligations towards the Syskit, the customer is not entitled to Service Credits in accordance with the SLA.

Syskit may, at its sole discretion, announce additional performance targets for the hosting services and shall use commercially reasonable efforts to meet those targets. The Parties agree that the additional performance targets may be amended by Syskit at any time and at its sole discretion and that a failure of Syskit to meet those targets shall not entitle Customer to a refund of any fees paid under the Agreement.

**Exclusions.** The above uptime and Downtime and any additional performance targets shall not apply to the extent any performance or availability issues are a result of, either:

(1) scheduled Downtime for maintenance and updates to the hosting services (Syskit shall, to the extent practicable, schedule so as not to adversely affect customer's business), or (2) are directly or indirectly due to factors outside Syskit's reasonable control, including but not limited to performance or availability issues that are (i) caused by a fault or failure of the internet or any public telecommunications network; (ii) caused by a fault or failure or availability problems of the Cloud Storage Provider; (iii) caused by a fault or failure or availability problems of any cloud-based services registered by Customer in the Hosted Property; (iv) caused by customer's hardware or software; (v) caused by the actions or inactions of the customer; (vi) caused by the customer's use of hosting services; or (vii) attributable to the acts or omissions of customer or customer's Authorized Users, or anyone gaining access to the hosting services by means of the customer's Accounts, passwords or equipment.



Furthermore, this SLA does not apply to any of the following:

- Beta and evaluation hosting services,
- Non-production environments, including but not limited to, test, disaster recovery, quality assurance, or development, or
- Claims made by the customer's users, guests, participants and permitted invitees.

**Point user licenses.** The customer must purchase an equivalent number of Syskit Point user licenses to the number of their active and licensed Microsoft 365 users. During the license period, Syskit shall allow no more than 10% of all such users to be unlicensed. The customer must adjust the total number of licensed users at the contract renewal date. PointAudit Logs are retained for one year, unless the Customer purchases the extension.

