

IVALUA SERVICE LEVEL AGREEMENT

The Ivalua Service Level Agreement (“**SLA**”) is governed by the Subscription Services Agreement between Ivalua and Customer (the “**Agreement**”). Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

1. **DEFINITIONS.** For purposes of this SLA the following definitions will apply.
- 1.1 “**Downtime**” means the total minutes of the calendar month during which the production instance of the Cloud Service is not accessible to Authorized Users, except for Excluded Downtimes.
- 1.2 “**Monthly Fees**” means one-twelfth of the base annual fee for the Cloud Service.
- 1.3 “**Service Credit**” means the percentage (as set forth in the table in Section 3.2) of the Monthly Fees paid for the Cloud Service that is awarded to Customer relating to a failure to meet the SLA Target during that calendar month, not to exceed 25% of the Monthly Fees.
- 1.4 “**Scheduled Maintenance**” means such activities of Ivalua to maintain or improve the systems supporting the Cloud Service, including but not limited to installation of hardware or software or other agreed Maintenance Releases. Unless otherwise communicated in advance to Customer, Scheduled Maintenance shall occur as detailed in **ATTACHMENT A**.
- 1.5 “**Uptime**” means the total minutes of the calendar month.
2. **CLOUD SERVICE AVAILABILITY SLA.** During the Subscription Term, Ivalua commits to a “**Service Availability Percentage**” of 99.80% during each calendar month (“**SLA Target**”), which is calculated as follows:

$$\frac{(\text{Uptime} - \text{Downtime})}{(\text{Uptime})} \times 100$$

3. SERVICE CREDITS

- 3.1 Ivalua will provide a report showing the Service Availability Percentage for each calendar month (“**Monthly Report**”) in accordance with the Cloud Service level purchased by the Customer.
- 3.2 If the SLA Target is not met during a calendar month and Customer was negatively impacted (i.e., attempted to log into or access the Cloud Service and failed), Ivalua will provide Customer with a Service Credit for such calendar month. The Service Credit will be calculated in accordance with the table below. Service Credits represent Customer's sole and exclusive remedy for Ivalua's breach of the SLA.

Service Availability Percentage (per Calendar Month)	Service Credit (% of Monthly Fees)
99.80% and above	0%
< 99.80%	5%
< 99.00%	10%
< 94.99%	15%
< 90.00%	20%
< 85.00%	25%

- 3.3 In the event of a failure to meet the SLA Target in any given calendar month, Customer may claim a Service Credit via Support Ticket (in accordance with Ivalua's Standard Support Terms) within ten (10) business days after the end of such calendar month. Customer's Support Ticket must provide details of the relevant incident. Failure to comply with these reporting requirements may forfeit Customer's right to receive a Service Credit.
- 3.4 Any Service Credits shall be applied against future Professional Services Fees and must be used within twelve (12) months of Customer's receipt of any such Service Credits.
- 3.5 In no event will Customer be provided a Service Credit in cash, refund, or any form other than as a credit against Fees, unless a Service Credit is owed at the termination or expiration of this Agreement without a renewal order, in which case, such Service Credit shall be paid to Customer within ninety (90) days of the end of the Subscription Term.

4. EXCLUDED DOWNTIMES

- 4.1 A failure to meet the SLA Target which occurred due to any of the following shall be excluded for the purpose of calculating the Service Availability Percentage ("**Excluded Downtimes**"):
- (a) Scheduled Maintenance or emergency maintenance required to apply patches or fixes or undertake other maintenance activities mutually agreed with the Customer; or
 - (b) A failure of any third-party software, hardware or network infrastructure outside of Ivalua's data center and not under the direct control of Ivalua.

5. ADDITIONAL INFORMATION

- 5.1 Additional information regarding the applicable Cloud Service level purchased by Customer are provided in **ATTACHMENT A**.

ATTACHMENT A

DETAILS PER SERVICE LEVEL

Cloud Services	Standard	Premium	Platinum
Maximum consecutive unavailability (RTO)	48hr	8h	4h
Hit Response Time (per month)	80% < 3 seconds	90% < 3 seconds	90% < 2 seconds
Saving mode (RPO)	24hr	24hr	12hr
Allocated Storage*	500 GB	500 GB	1 TB
Monthly Report	Upon request	Yes	Yes

*Allocated Storage refers to user-uploaded files. For clarity, there is no limit on size of the database used in the Services. Should Customer exceed Allocated Storage for more than three (3) months, Ivalua shall notify Customer of the need to purchase additional Allocated Storage at an additional cost.

"Hit Response Time" means the response time of a web request measured on the application server which excludes Internet and any network latency. Hits related to upload and download of attachments, to data import and export, to data analytics reporting, to functions involving calls to external applications or systems as well as to specific application functions agreed upon by Ivalua and the Customer are excluded from measurement.

"RPO" means Recovery Point Objective, which defines the data lost during an interval of time between the loss event and the most recent preceding back up.

"RTO" means Recovery Time Objective, which is the duration of time within which the business process is restored after notification of business process disruption.

SCHEDULED MAINTENANCE

Scheduled Maintenance shall occur between the hours of Friday 11:59 pm to Sunday 11:59 pm Eastern Standard Time (EST) or Friday 11:59 pm to Sunday 11:59 pm Central European Time (CET) (depending on the location of the Customer's datacenter) after the second Tuesday of each calendar month and may take up to 90 minutes. Ivalua reserves the right to change the time and day of such Scheduled Maintenance by providing written notice to Customers.