

**ALOKAI CLOUD PLATFORM:
CLOUD SERVICE LEVEL AGREEMENT**

1.0 DEFINITIONS

All defined terms used in this Cloud SLA with initial capitals have the meaning as set forth in this Section, unless defined elsewhere in this Cloud SLA or the Agreement. Section means a section of this Cloud SLA. The singular meaning of a defined term will have the same meaning as the plural meaning and vice versa.

1.1 **“Agreement”** means the Master License and Services Agreement between Company and Customer.

1.2 **“Availability”** means the availability that is possible for Customer to access the Alokai Cloud Platform , and is expressed as a percentage and is calculated per calendar month (number of respective days/minutes), as follows:

$$\text{Availability} = \frac{(\text{operating period} - \text{planned servicing period} - \text{downtime not attributed to Company}) - \text{downtime}}{(\text{operating period} - \text{planned servicing period} - \text{downtime not attributed to Company})}$$

1.3 **“Cloud SLA”** means this Cloud Service Level Agreement.

1.4 **“Commercially Reasonable Efforts”** means the use of reasonableness under the circumstances, without a guarantee that a particular result would be obtained, and which does not require that every conceivable effort be made by the Company, nor to the Company’s detriment.

1.5 **“Downtime”** means the calculation on a per calendar month basis of the amount of time the Alokai Cloud Platform is not available to Customer, and is calculated by taking the total number of minutes within a calendar month during which the Alokai Cloud Platform is not available divided by the total number of minutes in a calendar month. Intermittent Downtime for a period of less than two consecutive minutes will not be counted towards any Downtime Periods.

1.6 **“Fault Types”** means Critical Faults and Faults, as further described in Section 6.

1.7 **“Force Majeure Event”** means a default or delay in the performance of Company’s obligations under this Cloud SLA, if such default or delay occurs beyond the control of Company caused by any one or more of the following events: (a) acts of God; (b) flood, fire, earthquake, tornado, hurricane, other potential disasters, catastrophes, or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, insurrection, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the effective date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, lockouts, labor disturbances or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) pandemics and epidemics.

- 1.8 “**Recovery Time Objective**” means the period where a Customer reports a Fault Type to Company and the time in which Company will resolve the Fault Type.
- 1.9 “**Response Time Objective**” means the time within which Company initiates the troubleshooting process, i.e. takes initial qualified measures to analyze the Fault Type and its resolution and informs the Customer accordingly.
- 1.10 “**Scheduled Downtime**” means planned maintenance activities regularly carried out by Company or its service provider to maintain the functionality of the Alokai Cloud Platform.

2.0 SERVICES

- 2.1 Cloud Platform. Customer requested Alokai Cloud Platform from Company pursuant to an Order Form; and such Alokai Cloud Platform is governed by the Agreement, the applicable Order Form, and this Cloud SLA.
- 2.2 Availability. During the term of the Order Form, Company will use Commercially Reasonable Efforts to achieve a minimum Availability for the Alokai Cloud Platform of 99.9%.
- 2.3 Term of Cloud SLA. This Cloud SLA will be effective for the term of the Order Form (“**Term**”).

3.0 MAINTENANCE

- 3.1 Notice of Scheduled Downtime. If there is a Scheduled Downtime, Company shall give the Customer, in suitable form, at least seven (7) days advance notice of a Scheduled Downtime in regard to the type, extent, and duration. The Scheduled Downtime will generally be carried out during periods that are typically off business hours depending on the Customer location or in such a manner that use of the Alokai Cloud Platform is not expected to be substantially impaired. If performance is reduced and/or lost in the course of usage during a Scheduled Downtime, the Customer shall have no claim for damages and Company will have no liability for defects.
- 3.2 Disruptions. Furthermore, failures and disruptions that are not attributable to Company in accordance with the terms and conditions for the use of the Alokai Cloud Platform will not be taken into account (e.g. force majeure, faults on the part of the Customer, or third parties’ action for which Company is not responsible).

4.0 CLOUD SLA EXCLUSIONS

- 4.1 Exclusions. The Availability does not apply to any outages, unavailability, suspension, or termination of the Alokai Cloud Platform, or any other Alokai Cloud Platform’s performance issues, including any one or more of the following:
- a. That result from any actions or inactions including, but not limited to, negligence, abuse, misuse, and/or improper handling from the Customer or any third party;
 - b. That result from failure to follow the terms, guidelines, and/or exceeding the limitations described in the Company documentation, agreements, and the fair use policy;

- c. That result from Company's supplier, third party, and/or Customer's equipment, software, firmware, other technology, or any combination (other than third party equipment within the Company's direct control);
- d. Arising from the Company's suspension or termination of the Customer's right to access the Alokai Cloud Platform in accordance with the Agreement, the Order Form and this Cloud SLA;
- e. During the Scheduled Downtime;
- f. That result from abuses or other behaviors that violate the terms of the Agreement;
- g. Network unavailability or bandwidth limitations outside of the Company's control; and
- h. That are outside the control of the Company.

(collectively, "**CLOUD SLA Exclusions**")

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