Service Level Agreement

This Service Level Agreement ("**SLA**") describes the availability of Services purchased under the Terms of Service located at Tunuro Terms of Service (the "**TOS**"). Unless otherwise provided here, capitalized terms will have the meaning specified in the TOS.

Definitions

"**Maintenance Period**" means a period when Provider may conduct routine and non-emergency maintenance of the Services. Provider will notify you beforehand of any Maintenance Period on Provider's support website, and it will make commercially reasonable efforts to schedule any such Maintenance Period outside of standard business hours (8:00 a.m. - 8:00 p.m. Eastern Standard Time, Monday through Friday).

"**Monthly Uptime Percentage**" is calculated by (i) the total hours in the calendar month less (ii) the total number of hours in which Subscriber experienced a "Service Interruption" (as defined below) in that month and then dividing the total by (iii) the total hours in the calendar month.

"**Service Interruption**" means that the Services are inaccessible or the core functionality of the Services is no longer working for most users. Service Interruption time will start when Provider first learns about it and will end when the Services become accessible or a reasonable workaround is provided to you.

Service Commitment

Provider will use commercially reasonable efforts to maintain a Monthly Uptime Percentage of 99.9% uptime (the "**Service Commitment**"). Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusions listed below. If Provider does not meet the Monthly Uptime Percentage in any calendar month, you will be eligible for a Service Level Credit ("**SLC**") as specified below if your account is in good standing with no amounts past due.

Service Level Credits

SLCs are calculated as a percentage of the total base subscription payments paid by you (excluding one-time payments and usage fees) for Services affected for the monthly billing cycle in which the Service Interruption first occurred in accordance with the schedule below:

Monthly Uptime Percentage	Service Level Credit
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

SLCs will be applied against future subscription payments for Services due from you. You will not be eligible for any SLC for any Service Interruption is less than one hundred dollars ($100 USD). SLCs will not entitle you to any refund or payments from the Provider. SLC may not be transferred or applied to any other account. Your sole and exclusive remedy for any unavailability, non-performance, or other failures by the Provider to provide Services is the receipt of the SLC in accordance with the terms of this SLA.

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SLC Request Procedures:

To receive a SLC, you must submit a claim by opening a case in the Provider's support portal or via the designated Provider's support email. To be eligible, the credit request must be received by the Provider within thirty (30) days of the date of the Service Interruption and must include:

1. the words "SLA Credit Request" in the subject line or pulldown;

2. the dates and times of each Service Interruption;

3. details of the issue, including nature of impairment and number of users experiencing issue; and

4. any system logs supporting the Service Interruption.

If the Provider's review confirms the occurrence of Service Interruption and your eligibility for an SLC, then Provider will issue the SLC to you within one billing cycle following the SLC confirmation. If you fail to submit and provide the required information, you will not be eligible for SLC.

Exclusions:

The Service Commitment does not apply to any unavailability, functional impairment, suspension, or termination of Services: (i) that result from a suspension of Services as a result of your breach of TOS; (ii) caused by events, reasons, causes, or factors beyond Provider's reasonable control (including, but not limited to, computer attacks or malicious acts, such as attacks on or through the Internet, or delays or outages caused by an Internet service provider, telecommunications provider, cloud service provider, or hosting facility); (iii) that result from any of your or third party actions or inactions; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within the Provider's direct control); or (v) that result from any Maintenance Period, provided such Maintenance Periods does not exceed eight hours in any calendar month.

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