

**Service Level Agreement**

**1. Support Escalation and Issue Response Time.** In addition to the Technical Support described in the MSA, Spiff has implemented a 24x7x365 monitoring system with automated escalation. Customer can expect the response times and resolution targets described in the table below. The problem will be logged when Spiff receives a clear description of the problem with sufficient details to assess the severity of the problem.

<b>Severity Code</b>	<b>Severity Description</b>	<b>Expected Response time</b>
<b>S1</b>	<b>Mission Critical.</b> Essential features and services are down causing critical impact to business operations; no workaround available.	Email response within 4 hours. Spiff's goal is to resolve S1 issues within 48 hours.
<b>S2</b>	<b>High.</b> Essential features and services are degraded causing significant impact on business operations; some features are unavailable; some temporary workarounds exist.	Email response within 8 business hours. Spiff's goal is to resolve S2 issues within 10 business days.
<b>S3</b>	<b>Medium.</b> Features and services are noticeably degraded, but business operations continue as normal.	Email response within 2 business days. Spiff's goal is to resolve S3 issues within 30 business days.

**2. Performance and Availability.** The Products and Services will maintain at least 99.5 Actual Uptime Percentage on a monthly basis.

**3. Service Credit Remedy**

If Spiff fails to meet the performance and availability commitment in this SLA, Customer will be entitled to receive a credit against future subscription Fees. Credits are calculated as a percentage of the contract value of the month during which failure occurred, as set forth in the table below.

<b>Actual Uptime Percentage</b>	<b>Credit</b>
Higher or equal to 99.5%	0%
99.5% - 98% (inclusive)	5.0%
98% - 90% (inclusive)	10.0%
Less than 90%	15.0%

All requests for credits must be sent by email to [support@Spiff.com](mailto:support@Spiff.com). All claims are subject to verification by Spiff. Any credits provided pursuant to this SLA will constitute Spiff's sole liability and Customer's sole and exclusive remedy for any failure to meet the performance and availability commitment in this SLA.

**Definitions.**

- "Actual Uptime Percentage" is calculated by dividing Actual Uptime by Maximum Availability.
- "Maximum Availability" means the total number of minutes in the applicable calendar month (e.g. 44,640 minutes in the month of July).
- "Actual Uptime" means Maximum Availability less Downtime.
- "Downtime" means any time that the Products and Services are Unavailable, but excluding Permitted Downtime.
- "Permitted Downtime" means the following:

- Inoperability due to any Scheduled or Emergency Maintenance;
  - Problems caused by Customer's or its users' telecommunications or internet service;
  - Problems caused by software or hardware not provided or controlled by Spiff;
  - Problems due to force majeure events, as described in the Agreement;
  - Problems due to acts or omissions of Customer, its agents, employees or contractors; and
  - Problems due to operation under a disaster recovery plan (provided that Spiff has complied with its material obligations with respect thereto).
- "Unavailable" means any situation where the Spiff software does not respond to users' requests, or responds in such an incorrect or unreliable fashion that normal operation of the Spiff software has been rendered impossible.
  - "Emergency Maintenance" means any maintenance required as a result of conditions beyond Spiff's reasonable control. Spiff will provide Customer with at least thirty (30) minutes advance notice via email for emergency maintenance.
  - "Scheduled Maintenance" means any regularly scheduled maintenance. Spiff employs a continuous delivery model for updating and upgrading the Products and Services. However, where an upgrade or update implementation requires a downtime of the Spiff Software, such downtime will occur Saturdays or Sundays only, between 6AM and 12PM CET. Scheduled maintenance normally will not exceed thirty (30) minutes. If scheduled maintenance is anticipated to be longer than one (1) hour, Spiff will provide Customer with at least two (2) weeks advance notice via email.