

SERVICE LEVEL AGREEMENT

Definitions

Downtime means a period of time when a Service is not available.

Logmore Cloud is a Service defined in the Terms of Use. On the effective date of the SLA, it is available via the Internet on <https://web.logmore.com>.

Logmore Cloud API is a Service under the Terms of Use. On the effective date of the SLA, it is available via the Internet on <https://api-c2.logmore.com>.

Logmore Data Logger communication service is a Service under the Terms of Use. On the effective date of the SLA, it is available via the Internet on <https://rt.ag>.

Monthly Fees mean in respect of Logmore Cloud and Logmore Data Logger communication service 1/12 of annual fees invoiced from the Customer for Logmore Cloud; and in respect of Logmore Cloud API the fees invoiced from the Customer for the API usage in the Relevant Calendar Month.

Monthly Uptime Percentage means the total number of minutes in the Relevant Calendar Month, minus the aggregate number of minutes of all Downtime during the Relevant Calendar Month, and divided by the number of minutes in the Relevant Calendar Month. Partial minutes are excluded in this calculation.

Relevant Calendar Month means the calendar month during which the event causing the service level failure took place.

Availability

During the Term of the Agreement, Logmore will use commercially reasonable efforts to provide the Service to the Customer in accordance with the following service levels:

Service	Monthly Uptime Percentage
Logmore Cloud	99.9%
Logmore Cloud API	99.9%
Logmore Data Logger communication service	99.9%

RTO and RPO

Recovery Time Objective (RTO) corresponds to the Monthly Uptime Percentage service level.

Recovery Point Objective (RPO) is the time of the last back-up copy of the system.

Service Credits

If a service level described above (under Section "Availability") is not met, and the customer reports their operations were impacted by the service unavailability, the Customer is entitled to service credits in accordance with the following:

Service: Logmore Cloud	
Monthly Uptime Percentage	Service Credit
Less than 99.9% but greater than or equal to 95.0%	10% of Monthly Fees
Less than 95.0% but greater than or equal to 90.0%	25% of Monthly Fees
Less than 90.0%	50% of Monthly Fees

Service: Logmore Cloud API	
Monthly Uptime Percentage	Service Credit
Less than 99.9% but greater than or equal to 95.0%	10% of Monthly Fees
Less than 95.0% but greater than or equal to 90.0%	25% of Monthly Fees
Less than 90.0%	50% of Monthly Fees

Service: Logmore Data Logger communication service	
Monthly Uptime Percentage	Service Credit
Less than 99.9% but greater than or equal to 95.0%	10% of Monthly Fees
Less than 95.0% but greater than or equal to 90.0%	25% of Monthly Fees
Less than 90.0%	50% of Monthly Fees

The Monthly Uptime Percentage above is calculated independently for each Service.

In order to receive service credits, the Customer must submit its request for them within 30 days from the end of the Relevant Calendar Month. The Customer must submit its request by email to support@logmore.com.

Logmore assesses and determines in good faith and based on the information available for Logmore, whether the service level was not met and whether the Customer is entitled to service credit.

Service credits are applied against a future payment due from the Customer. The Service Credits do not entitle the Customer to any refund or other payment from Logmore. Service Credits cannot be assigned to another person or entity. The service credits granted to the Customer expire when one year has lapsed from the end of the Relevant Calendar Month.

If the service levels of Logmore Cloud and Logmore Data Logger communication services are not met due to the same event, the Customer is entitled only to one service credit on the basis of this *i.e.* either on the basis of the failure of Logmore Cloud or Logmore Data Logger communication services.

The service credits are the sole and exclusive remedy, and Logmore's sole and exclusive liability for the event giving rise to the service credit and the failure to meet the service level.

All times are measured in UTC time zone.

Exclusions

If the Downtime is caused by the following events, it is not taken into account in calculation of the Monthly Uptime Percentage:

1. Planned maintenance or emergency maintenance. Planned maintenance is notified in the Service.
2. Force majeure event or factors outside of Logmore's reasonable control (including hostile actions of third parties).
4. Suspension of the Service allowed by the Terms of Use.
5. Unusual system load generated by the Customer, any event based on Customer's request or issues relating to Customer's connections or systems.
6. Use of the Service against the Terms of Use or applicable instructions.
