

Staffbase Service Level Agreement

This Service Level Agreement (“**SLA**”) is incorporated into the service agreement between Staffbase and Customer for the Services (“**Agreement**”). Capitalized terms not defined below have the same meaning as in the Agreement.

“**Downtime**” means any unavailability of the Services, unless caused by an Exclusion, as measured in minutes.

“**Exclusion**” means any disruption to or unavailability of the Services caused by:

- Scheduled Downtime;
- Customer’s equipment, software, network connections, infrastructure, and other systems;
- use of the Services in breach of the Agreement;
- use of Third-Party Services;
- modifications to the Services other than by Staffbase or as authorized by Staffbase;
- third-party systems, or third-party acts or omissions (e.g. DDoS attacks);
- a Force Majeure event; or
- failure of the Internet.

“**Monthly Fee**” means the fees paid by Customer for the affected Services during the applicable calendar month of the Uptime failure.

“**Scheduled Downtime**” means any period of planned maintenance, provided Staffbase has given Customer at least three business days’ notice of such maintenance (with 24 hours notice for Scheduled Downtime due to critical issues or urgent security-related issues).

“**Service Credits**” has the meaning given in Section 4 below.

“**Uptime**” means the server availability for the Services expressed as a percentage and calculated as follows:

$$((\text{Number of minutes in a calendar month} - \text{Downtime}) / \text{Number of minutes in a calendar month}) * 100$$

1. During the Subscription Term, Staffbase will provide the Services 24 hours per day, seven days per week, 365 days per year with an Uptime of at least 99.95%.
2. Customer may check current and historic Uptime at <https://status.staffbase.com/>.
3. Customer can subscribe to receive alerts if there is Downtime by subscribing at <https://status.staffbase.com/>.
4. If, during a full calendar month of the Subscription Term, Uptime falls below 99.95% Customer shall be entitled to a service credit as follows (“**Service Credits**”):

Uptime as a percent of minutes in the month	Service Credit: Percent of Monthly Fee		
	Standard Support Plan	Premier Success Plan	Premier Success Plus Plan
> 99.95%	0%	0%	0%
> 99.50% to 99.95%	3%	5%	7%
> 98.1% to 99.50%	6%	8%	10%
98.1% and below	12%	14%	16%

5. Customer may request Service Credits by submitting a support ticket within 30 days of the end of the month in which the Uptime was less than 99.95%. Customer's notice must include the date and time period for when the Uptime was less than 99.95%.
6. Customer is not eligible for Service Credits if it is overdue on any invoices that have not been disputed in good faith or is in breach of the Agreement. The maximum Service Credit payable to Customer in each calendar month is the percentage of the Monthly Fees in the last row of the table above.
7. If Customer will not receive another invoice because the Subscription Term is not renewing, then Staffbase will apply the Service Credit by extending the then-current Subscription Term for an amount of time corresponding to the amount of the credit (e.g. 10% Service Credit equals 10% calendar month extension) or, at Customer's request, provide the Service Credit as a refund to Customer.
8. Staffbase will use commercially reasonable efforts to schedule all Scheduled Downtime between 18:00 and 05:00 EST/EDT for hosting in the United States and between 18:00 and 05:00 CET/CEST for hosting in Germany.
9. Service Credits are Customer's sole and exclusive remedy (and Staffbase's sole liability) for Downtime of the Services. This provision does not apply to Customers located in Germany, Austria, and Switzerland.