



SERVICE LEVEL AGREEMENT, INCLUDING FORTE

1. Definitions

- a. "Available" or "Availability" shall mean that percentage of time, as measured monthly, during which the Web Services are accessible via the Internet for use by Client. Availability will be expressed as a percentage calculated in accordance with the following formula: $\text{Availability} = (\text{Uptime minutes} - \text{Outage minutes}) / \text{Uptime minutes}$
- b. "Outage" shall mean an unscheduled outage, unexpected disruption or downtime of the Web Services without prior notification to Client, lasting until the condition has been cleared. The following items are explicitly excluded from the definition of Outage and the calculation of Availability:
 - i. Overall Internet congestion, slowdown, or unavailability;
 - ii. Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks;
 - iii. Force majeure events as defined in the Agreement;
 - iv. Actions or inactions by Client or third parties beyond the control of Monetate;
 - v. Result of Client's equipment or third-party hardware, software, integrations, or network infrastructure not within the sole control of Monetate;
 - vi. Planned upgrades and updates which occur weekly at a set time during non-peak hours; and
 - vii. Scheduled maintenance which will be scheduled with advance written notice to Client of at least 5 business days.
- c. "Planned Unavailability" means scheduled maintenance, upgrades, updates, and the like.
- d. "Uptime" shall mean a difference between (i) the total minutes in the applicable month and (ii) minutes in that month in which the Web Services are unavailable due to Planned Unavailability.

2. **Service Level.** Monetate agrees that the monthly Availability of the Web Services shall be equal to or greater than 99.5% (the "Service Level")

Availability can be verified at: [Cloud Status](#)

3. **Reporting.** Upon Client's written request, Monetate shall provide the then-applicable monthly Availability report to Client. Monetate shall utilize the necessary measurement and monitoring tools and procedures to measure and report on Monetate's performance of the Service Levels. Monetate is solely responsible for collecting and analyzing raw data and accurately calculating Availability.
4. **Termination Conditions.** In the event that one of the failure conditions defined below occurs, Client may terminate the Agreement immediately upon written notice within thirty (30) days of the occurrence.
 - a. Chronic Failure: The Web Services fail to achieve the Service Level for any four (4) months in a trailing twelve (12)-month period, or
 - b. Catastrophic Failure: The Web Services achieve 95% Availability or less in any calendar month.

Forte Service Level

1. **Standard Support.** Standard support includes basic validation of initial website or site identity setup, and any troubleshooting or collaboration required to analyze, validate, and correct issues to restore the environment to operational state. If root cause is determined to be outside of Monetate's control, this effort may be subject to Professional Services fees.
 - a. **Technical support** is available by email or telephone during normal business hours, or during after-hours at a special emergency support telephone number provided by Monetate.
 - b. **Emergency technical support** solely covers issues that affect Customer's ability to effectively conduct business on their website. This includes instances of unavailability or performance degradation.
 - c. If Customer reports errors in the System, Monetate will make its best efforts to provide an initial response within 15 minutes of receipt acknowledging the report by Customer. Thereafter, Monetate will use diligent efforts to provide a response within 12 hours.
2. **Maintenance.** For any non-emergency maintenance outage during which the System shall be unavailable, Monetate shall make its best efforts to provide the Customer with at least 48-hour advance notice.



3. System Availability. The System shall be available twenty-four (24) hours per day, seven (7) days per week, with System availability of 99.99%. Should the cumulative downtime during any 4-week period exceed 30 minutes, then Monetate shall refund to Customer a percentage of the Subscription Fee in proportion to the said downtime. Monetate guarantees that during any time of unavailability, whether scheduled or unscheduled, the service shall be put into a safe bypass state.

Availability can be verified at: [Forte Status](#)