Relewise



Service Level Agreement (SLA)

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About this Document

This Relewise Service Level Agreement ("SLA") is a part of your general Relewise Customer Agreement. It applies to the Hosted Relewise API (The Service) but does not apply to separately branded services made available with or connected to the service (Example: The My Relewise Portal).

If we do not achieve and maintain the Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term¹. You can review the most current version of this SLA at any time by visiting Relewise Docs.

Only Production datasets are included and eligible for SLA claims or credits.

¹ Relewise will provide at least thirty (30) days' advance notice for changes to the SLA that affect a Subscriber's Relewise subscription by sending an email to Subscriber's point of contact for notices. If a change to the SLA has a material adverse impact on Subscriber and Subscriber does not agree to the change, Subscriber has the right to terminate the corresponding service order within thirty (30) days of notice of such change from Relewise.

Prior Versions of this Document

This SLA provides information on Services currently available. Earlier versions of this document are available at https://docs.relewise.com/docs/policies/sla-agreement.html.

Summary of Changes to the SLA

Version	Effective Date	Notes
2.0	Oct. 2024	- Rewrite of this document with the inclusion of Premium SLA
		Offering
1.2	Nov. 2023	- Indicated that the document is a Standard SLA
		- Clarification of the terms "Outage" and "Service degradation"
1.1	Sep. 2023	- Clarification of the terms "Service", "Uptime" and "Outage"
		- Moved section on 30-day Advanced Notice of changes to the
		SLA
1.0	Nov. 2021	- Initial version of this Document

Definitions

"Service" means the hosted Relewise API.

"Outage" means a period of time, lasting at least 30 seconds during which the Service is unavailable. The Service is considered unavailable when more than 10% of the requests are considered unsuccessful. Exclusions apply to cases where requests fail due to errors in the request, such as client timeouts, using an incorrect API key, or including incorrect payload data.

"Monthly Guaranteed Uptime" means the total number of minutes in a month, minus the number of minutes of Outage suffered during the month, divided by the total number of minutes in said month and expressed as a percentage.

"Invoice Credits" means any credit you might be eligible for should Relewise not live up to the Monthly Guaranteed Uptime according to your SLA type (Standard or Premium).

"Monthly Cap" means the maximum aggregate number of invoice credits issued by Relewise to Subscriber for all Outages in a single billing month.

"Monthly Traffic Price" means the monthly traffic/consumption fee for the applicable Relewise Service covered in this SLA, exclusive of any fees related to other services.

Guarantees and Availabilities of the Service

Relewise offers two levels of SLA; Standard and Premium. Your Customer Agreement will indicate your possible extended level (Standard is default if nothing else is specified).

If Relewise does not meet this SLA for its Service, and if Subscriber meets its obligations under this SLA, Subscriber will be eligible to receive the invoice credits described below. This SLA states the Subscriber's sole and exclusive remedy for any failure by Relewise to meet the SLA.

Invoice credits are calculated as follows:

Credit = (Monthly Traffic Price × Outage Period Minutes) ÷ Minutes in the applicable service month. Capped at 50% of the Monthly Traffic Price for the applicable month.

SLA Levels and Terms

Standard SLA	Monthly Guaranteed Uptime is 99.95%
Premium SLA	Monthly Guaranteed Uptime is 99.99 %

Invoice Credits Terms and Conditions:

Credits will be made in the form of a monetary credit applied to future use of the Service. A pending credit does not release a Subscriber from its obligation to pay Relewise invoices submitted for payment in full when due.

In order for a Subscriber to be eligible to receive a credit under this SLA, the Subscriber must use the latest major version of Relewise API Clients/SDKs, no later than sixty (60) days after the release of the latest version.

Service Credits may not be exchanged for, or converted to, monetary compensation.

Service degradation or suspension as a result of a Subscriber exceeding <u>limits</u> under an applicable Relewise subscription is not considered an Outage covered by this SLA. Additional conditions apply as defined in Subscriber's customer agreement.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues which:

- 1. Are due to factors outside our reasonable control (for example, natural disasters, war, acts of terrorism, riots or government action).
- 2. Are beyond the, by us, provided Service, such as your own hardware and/or software and/or implementation code, including but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
- 3. Are caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised.
- 4. Occurs while using preview, pre-release, beta, staging, or trial versions of the Service.
- 5. Are a result of your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported), or inconsistent with our published guidance.
- 6. Are caused by faulty input, instructions, or arguments (for example, requests to access endpoints that do not exist, or invalid request data).
- 7. Are caused by your attempts to perform operations that exceed prescribed <u>quotas</u>, or as a result of throttling due to suspected abusive behavior or consumption in an unintended or unsupported manner (for example to prevent request-flooding caused by implementation errors or during cyber attacks against your service).