

StarTree Cloud Service Level Agreement

This StarTree Cloud Service Level Agreement (“SLA”) describes the service availability commitment for the applicable StarTree Cloud Service purchased by Customer pursuant to the applicable agreement for the Cloud Service (“Agreement”) between the StarTree entity which entered into the Agreement (“StarTree”) and Customer. Unless otherwise provided herein, this SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement.

During Customer’s use of the Cloud Service, StarTree will use commercially reasonable efforts to make the Cloud Service available within the applicable Service Level. If StarTree does not meet the Service Level, Customer may be eligible to receive a Service Credit as described below. StarTree may update the SLA from time to time; provided, however, updates to the SLA will apply only to Orders entered into after the effective date of any update.

General Terms

Definitions

- **“Downtime”** is defined for the applicable Cloud Service function in the Service Specific Terms below. Downtime does not include unavailability that results from any of the exclusions set forth below or in the Service Specific Terms. Partial minutes of unavailability will not be counted as Downtime. StarTree’s monitoring system connects to the same endpoints that Customer uses.
- **“Monthly Uptime Percentage”** is defined for each applicable Cloud Service function in the Service Specific Terms below.
- **“Service Credit”** means the percentage of monthly fees attributable to Customer’s spend for the applicable Cloud Service function, calculated in Service Specific Terms, and credited to the Cloud Service bills in accordance with the process described in this SLA.
- **“Service Level”** means the Monthly Uptime Percentage for the applicable Cloud Service function as detailed in the Service Specific Terms section below.

Service Credits

Service Credits are calculated as a percentage of the total monthly fees paid by Customer for unavailable Cloud Service function for the calendar month in which the applicable Cloud Service function does not meet the Service Level, in accordance with the schedule below.

Service Credits are not refundable and can only be used toward future billing charges. StarTree will apply any Service Credits against Customer’s next billing charge. Service Credits are exclusive of any applicable taxes charged to Customer or collected by StarTree. Service Credits will not entitle Customer to any refund or other payment from StarTree. Service Credits are Customer’s sole and exclusive remedy for any unavailability of the Cloud Service in accordance with the terms of this SLA. Service Credits expire without refund twelve (12) months from issuance.

Service Credit Request and Application Process

To receive a Service Credit, Customer must submit a claim by logging a support ticket. To be eligible, the credit request must be received by StarTree within five (5) calendar days after the last day of the month in which the applicable Cloud Service function does not meet the Service Level, and must include all information reasonably necessary for StarTree to verify the claim, including:

1. the words "SLA Credit Request" in the subject line;
2. a description of the applicable client(s), the version of each such client, and the configurations for each such client; and
3. a description of the events resulting in Downtime, including the time and duration of the Downtime and Customer requests logs that document the failed write attempts.

StarTree will evaluate Customer requests and determine in good faith whether a Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If StarTree confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Service Level, then StarTree will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

Exclusions

This SLA and any applicable Service Level does not apply to any unavailability or performance issues that results from:

1. A suspension described in the Agreement;
2. Customer's misuse of the Cloud Service in violation of the Agreement;
3. Factors outside StarTree's reasonable control, including but not limited to any force majeure event, network intrusions, denial of service attacks, systemic internet issues or any other act or omission of any telecommunication or services provider;
4. Use of services, hardware, or software provided by a third party and not within the primary control of StarTree, including issues resulting from inadequate bandwidth or resulting from failures of cloud platform services on which the Cloud Service runs;
5. Customer's unauthorized action or lack of action when required, including those of Customer's Users or by means of Customer's passwords;
6. Customer-controlled actions and/or environment or other failures or shortcomings not within StarTree's control;
7. Failure by Customer to take any remedial action in relation to the Services as recommended by StarTree, or otherwise preventing StarTree from doing so;
8. Customer's negligence or willful misconduct, including failure to follow agreed-upon procedures;
9. Scheduled maintenance that takes place upon five (5) days email notice or ad hoc maintenance carried out to avoid future unavailability, and/or updates; or
10. Customer's failure to provide information required by StarTree to provision the Cloud Service.

Service Specific Terms

StarTree Cloud + StarTree BYOC

Additional Definitions

- **“Downtime”** is the total accumulated minutes during a calendar month for a given Cloud Service cluster during which the entire cluster is unavailable. A minute is considered unavailable for a given tenant if all continuous attempts by StarTree’s monitoring system to complete a transaction without a server time-out or error within the minute fail.
- **“Monthly Uptime Percentage”** means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, divided by the total number of minutes in such month. If Customer’s Cloud Service tenant is provisioned and running for only part of a calendar month, such tenant is deemed to be 100% available during the portion of the month in which it was not provisioned and running.

Monthly Uptime Percentage	Service Credit
< 99.9% ≥ 99%	5%
< 99% ≥ 98%	10%
< 98%	25%