



SHARPeTools eROI - Service Level Agreement

This SHARPeTools eROI Service Level Agreement (“SLA”) between SHARPeTools, Inc. (“SHARPeTools”, “us” or “we”) and users of the SHARPeTools eROI Services (“you”) governs the use of the SHARPeTools eROI Services under the provisions of the SHARPeTools Terms of Service (the “Terms”).

This SLA applies separately to each of your Dedicated Environments, as defined in the Terms. This SLA does not apply to shared environments.

Unless otherwise provided herein, this SLA is subject to the provisions of the Terms. Capitalized words and phrases have the meaning specified in the Terms. We reserve the right to change the terms of this SLA in accordance with the Terms.

1. Service Commitment: 98.5% Uptime

SHARPeTools will use commercially reasonable efforts to make the SHARPeTools eROI Services available with a Monthly Uptime Percentage of at least 98.5% during any monthly billing cycle (the “Service Commitment”). Subject to the SHARPeTools SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

2. Definitions

“SHARPeTools Services” mean your apps and databases running on SHARPeTools in Dedicated Environments.

“Maintenance” means scheduled Unavailability of the Services, as announced by us prior to the Services becoming Unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the SHARPeTools Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SHARPeTools SLA Exclusion.

“Service Credit” means a credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.

“Unavailable” and “Unavailability” mean:

- For apps, when all of your apps have no external connectivity
- For databases, when all of your databases have no connectivity, as confirmed by our monitoring.

3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments, e.g. for training, etc.) for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below:

For Monthly Uptime Percentage less than 98.5%, you will be eligible for a 30% Service Credit.

We will apply any Service Credits only against future payments for the Services otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from SHARPeTools. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

4. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the SHARPeTools Services is the receipt of a Service Credit (if



eligible) in accordance with the terms of this SLA.

5. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing support@SHARPeTools.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the account handle(s); and
4. logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).
5. If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

6. SHARPeTools SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the SHARPeTools Services, or any other SHARPeTools Containerized Service performance issues:

1. That result from a suspension or Remedial Action, as described in the Terms;
2. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the SHARPeTools network;
3. That result from any actions or inactions of you or any third party;
4. That result from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
5. That result from failures of SHARPeTools Services not attributable to Unavailability; or
6. That result from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.