



**Parsable, Inc.**

**Connected Worker Platform™ Service Level Agreement**

**Last Updated January 1, 2020**

**Parsable SLA.** Provided this Service Level Agreement has been expressly incorporated into Customer's applicable Subscription Agreement (the "Agreement"), then during the term of such Agreement, the Parsable Service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Parsable Service SLA").

**Definitions.** The following definitions shall apply to the Parsable Service SLA.

- "*Downtime*" means shall mean when the Service is not generally accessible to users, and not capable of serving the applicable health-check endpoint with a response time of less than three (3) seconds, as measured from the server hosting the Service to the initial access point to the Internet backbone (i.e., "first mile"). Downtime shall be monitored by Parsable and/or a designated third-party service. Downtime does not include unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Parsable will, when reasonably practical, provide three days' advance notice of service-affecting scheduled maintenance); or Service unavailability caused by events outside of the direct control of Parsable, including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the Service.
- "*Monthly Uptime Percentage*" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "*Service*" means the Parsable Connected Worker Service™

· "Service Credit" means the following:

<b>Monthly Uptime Percentage</b>	<b>Days of Service (at current User levels) added to the end of the Service term, at no charge to Customer</b>
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

**Customer Must Request Service Credit.** In order to receive any of the Service Credits described above, Customer must notify Parsable within (30) thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

**Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by Parsable to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts. Parsable's issuance of Service Credits shall count towards any applicable limitation of liability in the Agreement.