



Zoomin SLA Policy

Last update: June 2018

The availability of Zoomin’s Services (“**Service Availability**”) is measured as the uptime of the customer’s production environment per calendar month, excluding reasonable and scheduled maintenance periods (“**Planned Downtime**”) and excluding any downtime that is caused by or attributable to customer.

Zoomin Software Ltd. will provide at least 99.9% Service Availability (“**Availability Requirement**”) during the term of the Agreement. Zoomin shall give at least forty-eight (48) hours prior notice via its website or by email to customer's contact person of any Planned Downtime. Planned Downtime shall not occur more than once in a given calendar month, unless approved in advance by the Customer in writing, and shall typically be scheduled to occur only outside of U.S standard business hours. Zoomin shall ensure that such Planned Downtime interference to the Services is minimal.

Service Credit. In the event that Zoomin fails to meet its the Availability Requirement, Zoomin shall grant to Customer a compensation as set forth below, upon customer's request. Such compensation shall include a credit of extra days to be added to the end of the term of the Customer’s subscription period at no additional charge to customer (“**Service Credit**”).

Service Availability Percentage	Service Credit
≥ 99.9%	0 days
< 99.9%	1 day
< 99.5%	5 days
< 97.5%	15 days
< 95%	30 days



If a Customer believes it is eligible for Service Credit, the Customer must request such Service Credit within thirty (30) days following the last day of the month for which the Service Credit is claimed. The aggregate maximum number of Service Credits to be issued by Zoomin to a Customer for all outages in a single calendar month shall not exceed thirty days of Service added to the end of Customer's term for the Services. Service Credits are not redeemable for cash. The Service Credits described herein are customer's sole and exclusive remedy for any failure by Zoomin to meet the Availability Requirement.

Force Majeure. To the extent that the Services are unavailable due to circumstances beyond Zoomin's reasonable control, including without limitation, acts of God, and acts of government, flood, fire, earthquakes, riots, war, civil unrest, acts of terror, strikes or other labor problems, or telecommunication, Internet service provider or hosting failures or delays (each, a "**Force Majeure Event**"), Zoomin shall use commercially reasonable efforts to provide the Services in accordance with the Availability Requirement within ten (10) days of a Force Majeure Event. In the event that Zoomin is unable to continue to provide the Services within ten (10) days of a Force Majeure Event, Customer may terminate the Services agreement with Zoomin.