

SaaS IdP Service Terms

The following SaaS IdP Service Terms (**Terms**) supplement the Cloud Subscription Agreement (**Agreement**) entered into between the parties as it relates to the SaaS IdP Services. If these Terms conflict with the terms of the Agreement regarding the SaaS IdP Service, these Terms will prevail.

1. SaaS IdP SERVICE

1.1. Service. Company will provide Customer access to the Applications through the SaaS IdP Service according to the applicable Order Document(s), these Terms and the Agreement.

1.2. Application Versions. The Subscription Service fees include maintaining each ordered Application with SaaS IdP Service on the purchased software version and, subsequently, on the Application's most current release. Updates are included in the Subscription Service fees and are installed during scheduled maintenance windows. Company is not obligated in any way to maintain any instance other than the current generally available version and the immediately prior version of the Application and may upgrade any non-compliant instance or suspend the service (without rebate, credit or refund for any period of suspension) until Customer completes any actions required to move to the supported version.

2. SERVICE LEVEL AGREEMENT

2.1. Definitions.

- a. **Availability** means, in any given calendar month, Potential Uptime less Downtime, divided by Potential Uptime, expressed as a percentage.
- b. **Potential Uptime** means the amount of time that the SaaS IdP Service should be available in each calendar month
- c. **Downtime** means the amount of time that the SaaS IdP Service is not available, excluding scheduled downtime, as classified or confirmed by the Company's monitoring tools, beginning when Customer opens a trouble ticket in accordance with the Support Policies and ending when the SaaS IdP Service is again available
- d. **Service Level Credit** means the number of days of SaaS IdP Service to be added to the end of the Subscription Term, at no charge to Customer, calculated based on the Service Level Credit Table defined in Section 2.3.

2.2. Service Commitment. Company will use commercially reasonable efforts to provide the SaaS IdP Services in a manner that meets or exceeds the Service Commitment defined below. If the SaaS IdP Service falls below the Service Commitment during a calendar month, Customer will be eligible to receive a Service Level Credit (as defined in these Terms).

Potential Uptime	Service Commitment
7 x 24 x 365	99.5% Availability

2.3. Service Level Credits.

a. **Service Level Credit Request.** To receive a Service Level Credit, Customer must submit a request for a Service Level Credit by opening a ticket in Company's support portal. To be eligible, the Service Level Credit request must be received by Company within 5 days after the Downtime giving rise to the request occurred. If the Downtime is

confirmed by Company, then Company will issue the Service Credit to Customer. Customer's failure to provide the request and other information as required by Company will disqualify Customer from receiving a Service Credit. All calculations and applicable Service Credits are based on Company's records and data.

b. **Service Level Credit Payment and Eligibility.** Service Level Credits will not entitle Customer to any setoff, refund or other payment from Company. A Service Level Credit will be applicable and issued only if Customer does not owe Company any past due amounts and Customer is in compliance with the terms of the Agreement and the Support Policies. Service Level Credits may not be transferred or applied to any other account, products or services and may not be exchanged for, or converted to, monetary amounts. The aggregate maximum number of Service Level Credits to be issued to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days of SaaS IdP Service. Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide the SaaS IdP Service is the receipt of a Service Level Credit (if eligible) in accordance with the terms of this Section 2.

c. **Service Level Credit Table:**

Availability	Days Credited
< 99.5% but ≥ 99.0%	3
< 99.0% but ≥ 95.0%	7
< 95.0%	15

2.4. Exclusions. The Service Commitment does not apply to non-production, lab or testing environments, or to any other unavailability or performance issues caused by or that result from:

- a. Customer or third-party equipment, software, applications or other technology (other than those within Company's direct control);
- b. Customer's change to a production configuration which causes the downtime or outage;
- c. Customer's use of the SaaS IdP Service in violation of the Agreement or Support Policies;
- d. Customer's failure to allow Company to install current applicable updates and upgrades for the Applications;
- e. Customer being on any instance of an Application other than the most current release or the immediately prior version;
- f. any downtime agreed upon with Customer in advance or a maintenance window, including for installation of security patches or emergency repairs;
- g. factors outside of Company's reasonable control, including (i) any force majeure event, (ii) telecommunication, Internet, network or power system service provider failures or delays, (iii) hardware, software, networks or power systems not within Company's possession or reasonable control, (iv) bandwidth or other limitations caused by Customer's internet service provider (ISP) or overall internet congestion, slowdown or unavailability; (v) any actions or inactions of Customer or any third party; and (vi) network intrusions or denial of service attacks; or (vii) suspension or termination of Customer's right to use SaaS IdP Service in accordance with the Agreement.