

RouteSmart Routing as a Service Service Level Agreement

This RouteSmart Routing as a Service ("RaaS") Service Level Agreement ("SLA") governs the availability of RaaS as made available to Customer under the terms of the RaaS Subscription ("Agreement"). All terms previously defined in the Agreement shall have the same meaning in this SLA.

1. DEFINITIONS

- a. "Covered Downtime" means all Downtime other than Excluded Downtime.
- b. "Covered Services" means the components of RaaS identified in Section 4 below.
- c. "Downtime" means periods during which material portions of the Covered Services are not available.
- d. "Excluded Downtime" includes Planned Downtime and any Downtime resulting from (i) events beyond RouteSmart's reasonable control; (ii) any action taken under Customer's account; (iii) any termination or suspension of Customer's account in accordance with the terms of the Agreement; (iv) any third-party software or hardware used to access the Services; (v) use of the Services in a manner that is inconsistent with the Agreement or RouteSmart's reasonable instructions; and (vi) use of Beta, evaluation, and free Services; (vii) any downtime due to a Force Majeure Event (unforeseen causes beyond the party's reasonable control such as fire, explosion, lightning, water, acts of God, war, civil disturbances, terrorism or acts of civil or military authorities).
- e. "Planned Downtime" means Downtime for scheduled maintenance. RouteSmart will use commercially reasonable efforts to announce Planned Downtime as early as possible but no less than eight (8) hours beforehand.
- f. "Quarterly Uptime Percentage" equals one hundred percent (100%) less the percentage of one (1) minute intervals during the Service Quarter that constitute Covered Downtime. The Covered Services will be considered to have been one hundred percent (100%) available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
- g. "Service Quarter" means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.
- h. "SLA Credit(s)" means a credit applied to Customer's subscription or purchase of additional credits at time of renewal.

2. SERVICES AVAILABILITY. RouteSmart will use commercially reasonable efforts to make the Covered Services available with a Quarterly Uptime Percentage of ninety-nine point nine percent (99.9%) ("Service Commitment"). For any Service Quarter that the Quarterly Uptime Percentage is less than RouteSmart's Service Commitment, Customer will receive an SLA Credit equivalent to the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment.

3. PROCEDURE. Once RouteSmart has verified that the Quarterly Uptime Percentage for Customer's account fell below ninety-nine point nine percent (99.9%), and exceeds RouteSmart's minimum criteria for providing an SLA Credit, the appropriate SLA Credit will be applied to Customer's paid purchase of new RaaS credits. SLA Credits are Customer's sole and exclusive remedy for any breach of this SLA. SLA Credits are nontransferable and will be applied to Customer's next purchase of RaaS credits. If Customer does not purchase new RaaS credits, Customer forfeits the SLA Credit.

4. COVERED SERVICES. The following RouteSmart Routing as a Service services are covered by this SLA:

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