



SERVICE LEVEL AGREEMENT MOCA PLATFORM PLAN ENTERPRISE (Software-as-a-Service)

Effective from December 12th 2016

The following terms of this Service Level Agreement (“SLA”) apply to the MOCA Service Agreement, plan Enterprise SaaS (“base agreement”) described in the “MOCA Platform Service Terms” document. The terms not defined in the present document will be used in accordance with their corresponding definitions from base agreement.

INNOQUANT provides this Service Level Agreement (“SLA”) to its MOCA Enterprise SaaS Customers subject to the following terms. The version of this SLA that is currently at the commencement or renewal of the term of your subscription will apply. You understand that this SLA does not constitute a warranty to you.

1 DEFINITIONS

- a) **“Authorized Contact”** means the individual you have specified to INNOQUANT who is authorized to submit Claims under this SLA.
- b) **“Availability Credit”** means the remedy INNOQUANT will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.
- c) **“Claim”** means a claim submitted by your Authorized Contact to INNOQUANT pursuant to this SLA that a Service Level has not been met during a Contracted Month.
- d) **“Contracted Month”** means each full month during the term of the Service measured from 00:00 UTC (Coordinated Universal Time) on the first day of the month through 23:59 UTC on the last day of the month.
- e) **“Customer”** means an entity subscribing for the Service directly from INNOQUANT, which has entitlement for use of the Service at the time of submitting a Claim, and which is not in default of any material obligations, including payment obligations, under its contract with INNOQUANT for the Service.
- f) **“Downtime”** means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. By way of clarification, there is no “Downtime” if any user can use any aspect of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:
 - Planned System Downtime
 - Force Majeure.
 - Problems with Customer or third party applications, integrations, equipment or data.
 - Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment).
 - Failure to adhere to required system configurations and supported platforms for accessing the Service.
 - INNOQUANT’s compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer’s behalf.
- g) **“Event”** means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.
- h) **“Force Majeure”** means acts of terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity failures, or any other cause of Service unavailability that was outside INNOQUANT’s reasonable control.
- i) **“Planned System Downtime”** means a scheduled outage of the Service for the purpose of service maintenance or system updates, such as but not limited to, when a release, patch or hot fix is applied.



- j) **“Service”** means the MOCA Enterprise (SaaS) service instance to which this SLA applies, as shown on the first page of this SLA. This SLA applies to each Service individually and not in combination.
- k) **“Service Level”** means the standard set forth below by which INNOQUANT measures the level of service it provides in this SLA. The Customer can send Claims by phone, e-mail address or through help center as designated by INNOQUANT.

2 AVAILABILITY CREDITS

- 2.1 **Support tickets.** In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the INNOQUANT customer support help desk for the applicable Service, in accordance with INNOQUANT procedure for reporting support issues. You must provide all necessary detailed information about the Event, including the time you were first impacted by the Event, and reasonably assist INNOQUANT with the diagnosis and resolution of the Event to the extent required for support tickets. Such ticket must be logged within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service.
- 2.2 **Term of Claim.** Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month, which is the subject of the Claim. The claim can be submitted through INNOQUANT help center available at <https://support.mocaplatform.com> or any other URL the INNOQUANT may provide.
- 2.3 **Claim Information.** Your Authorized Contact must provide to INNOQUANT all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.
- 2.4 **Service Downtime.** INNOQUANT will measure internally total combined Downtime during each Contracted Month. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, INNOQUANT will apply the highest applicable Availability Credit corresponding to the total combined availability during each Contracted Month, based on the table below.
- 2.5 **Packaged Services.** INNOQUANT will not be liable for multiple Availability Credits for the same Event in the same Contracted Month. For Bundled Services (individual Services packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Services, and not the monthly subscription fee for each individual Services. You may only submit Claims related to one individual Service in a bundle in any Contracted Month, and INNOQUANT will not be liable for Availability Credits with respect to more than one Service in a bundle in any Contracted Month.
- 2.6 **Limits.** The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to INNOQUANT for the Service.
- 2.7 **Conflict Resolution.** INNOQUANT will use its reasonable judgment to validate Claims based on information available in INNOQUANT’s records, which will prevail in the event of a conflict with data in your records.
- 2.8 **Others.** THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.

3 SERVICE LEVELS

- 3.1 **Availability Levels.** The following table presents service availability levels during a contracted month.

Availability percentage (during a contracted month)	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
99.0% - 99.75%	2%
95% - 98.99%	5%
Less than 95.0%	10%

- 3.2 **Availability Percentage.** “Availability” percentage is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, with the resulting fraction expressed as a percentage.
- 3.3 **Example.** Assume 476 minutes of total Downtime during Contracted Month.



$$\frac{43.200 \text{ total minutes in a 30 day Contracted Month} - 476 \text{ minutes of Downtime}}{43.200 \text{ total minutes in a 30 day Contracted Month}} = 5\% \text{ Availability Credits for 98.9\% in a Contracted Month}$$

4 EXCLUSIONS

- 4.1 **General.** This SLA is made available only to INNOQUANT Customers. This SLA does not apply to the following:
- Beta and trial Services;
 - MOCA Standard or MOCA Pro plans;
 - Non-production environments, including but not limited to test, disaster recovery, training, Q&A, or Development;
 - Claims made by an INNOQUANT Customer's users, guests, and participants of the Service;
 - Services, programs, enabling software or agents running on client systems or third party-provided systems.
- 4.2 **Exclusion for non-compliance.** If you have breached any material obligations under the Terms of Use, Acceptable Use Policy your contract for the Service, including without limitation, breach of any payment obligations.