

Service Level Agreement (SLA)

Last Updated:

This Service Level Agreement ("SLA") is incorporated by reference into the Master Subscription Agreement ("Agreement") between Legacy Universal Solutions LLC ("Company," "we," "us," or "our") and its Customers. This SLA applies to paid subscriptions for the Billing Sidekick Services.

1. Service Commitment

We will use commercially reasonable efforts to make the Services available with a **Monthly Uptime Percentage of at least 99.9%** during any monthly billing cycle (the "Service Commitment").[17, 18]

2. Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Services were in a state of Downtime.
$$\text{Monthly Uptime \%} = \frac{\text{Total Minutes in Month} - \text{Downtime Minutes}}{\text{Total Minutes in Month}} \times 100$$
- "**Downtime**" means the total accumulated minutes during a calendar month for which the core functionality of the Services is unavailable.
- "**Service Credit**" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

3. Service Credits

If we fail to meet the Service Commitment, you will be eligible to receive a Service Credit as follows [18]:

Monthly Uptime Percentage	Service Credit Percentage
< 99.9% but ≥ 99.0%	5%
< 99.0% but ≥ 95.0%	10%
< 95.0%	15%

Service Credits are calculated as a percentage of the total charges paid by you for the affected Service for the monthly billing cycle in which the Downtime occurred.

4. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a support ticket. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. The words "SLA Credit Request" in the subject line.
2. The dates and times of each Downtime incident that you are claiming.
3. Your request logs that document the errors and corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us.

5. SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension, or termination of the Services, or any other performance issues:

1. Caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of our network.[18]
2. That result from any actions or inactions of you or any third party.
3. That result from your equipment, software or other technology and/or third-party equipment, software or other technology (other than third-party equipment within our direct control).[18]
4. That result from any maintenance as provided for pursuant to the Agreement.[18]

6. Sole Remedy

Service Credits shall be your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services.[18]