

# Cloudmore Commerce Service Level Agreement

Updated 2024-02

## 1 General Terms

This Cloudmore Commerce Service Level Agreement forms part of Your Cloudmore Commerce Subscription Agreement. This SLA applies to the Cloudmore Commerce Service but does not apply to any other Service or any on-premise software.

## 2 Definitions

Capitalized terms used, but not defined, in this SLA will have the meaning assigned to them in the Cloudmore Master Agreement.

**“Applicable Quarterly Platform Fees”** means the total fees paid by You for a Platform tenant applying to the calendar quarter for which a Service Credit is owed.

**“Business Hours”** means Monday through Friday, 08:00 to 19:00 CET.

**“Downtime”** Any consecutive period of more than 5 minutes where all connection requests received by Your Platform Tenant failed to process. Downtime is calculated as the sum of minutes for all Incidents over a calendar quarter taking into account the exclusions under Section 4.2 below.

**“Incident”** means (a) any single event, or (b) any set of events, that result in Downtime.

## 3 Support levels and contacts

For Cloudmore Base level support, You may appoint up to five (5) designated support contact persons per Platform tenant, who are knowledgeable with the Service, and who can contact, or report technical issues to, Our customer service team via the designated support channels.

You must opt-into Our online knowledge base or other support feeds (i) to receive certain important information about updates and other changes to the Platform, and (ii) to take other required action relating to support and use of the Platform.

## 4 Service Levels and Service Credits

### 4.1 Uptime Commitment

The Quarterly Uptime Percentage for the Service will be 99.9% (the “Uptime Commitment”). Subject to the exclusions described in Section 4.2 below, “Quarterly Uptime Percentage” is calculated by the following formula:

$$\text{Quarterly Uptime Percentage} = 100 - \frac{\text{Downtime} \times 100}{\text{Total number of minutes in calendar quarter}}$$

The Quarterly Uptime Percentage will be measured by Cloudmore using industry-standard monitoring tools.

### 4.2 Exclusions when Calculating Downtime

Notwithstanding anything to the contrary in this exhibit, any unavailability resulting from any of the following will be excluded whilst calculating Downtime:

- a) Releases, maintenance, or upgrades, of which You have been notified in writing in advance;
- b) Any problems not caused by Cloudmore that result from (i) Internet performance, (ii) equipment or software under Your control, (iii) Denial of Service attacks, or (iv) force majeure events;
- c) Temporary Suspension;
- d) The use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- e) Your use of the Platform after we advised You to modify Your use of the Platform, if You did not modify Your use as advised;
- f) with respect to preview, pre-release, beta, or trial versions of the Platform, feature or software;
- g) Your unauthorized action or lack of action when required, or from Your employees, agents, contractors, or vendors, or anyone gaining access to the Platform by means of Your passwords or equipment, or otherwise resulting from Your failure to follow appropriate security practices;

- h) Your failure to adhere to any required configurations, or Your use of the Platform in a manner inconsistent with the features and functionality of the Platform (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
- i) Faulty input, instructions, or arguments; or
- j) Your attempts to perform operations that exceed prescribed quotas or fair usage, or that resulted from our throttling of suspected abusive behavior.

### 4.3 Service Credits

If Cloudmore does not meet the Uptime Commitment with respect to any particular calendar quarter (i.e., the Quarterly Uptime Percentage was below 99.9%), then as Your sole and exclusive remedy, and only upon Your written request in accordance with Section 4.4 below, Cloudmore will provide to You, for each such qualifying quarter during which the Quarterly Uptime Percentage was below 99.9%, a Service Credit as per the following:

Quarterly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.0%	30%

### 4.4 Service Credit Process

To receive a Service Credit, You must submit a request by sending an email to support@cloudmore.com. To be eligible, the credit request must: (a) include the dates and times of each incident that You have experienced, along with sufficient details to enable Us to verify the information; and (b) be received by Us within thirty (30) calendar days after the last day of the qualifying calendar quarter that is part of Your Service Credit claim. If You are past due with respect to any payment obligation, or otherwise in material breach of any contractual obligation to Cloudmore, You are not eligible for any Service Credits. Service Credits will be issued to You within sixty (60) days after Cloudmore confirms that You qualify for such Service Credit.

## 5 Changes to the SLA

We will not modify this SLA during any Platform Subscription term; however, if You renew Your subscription, the version of this SLA that is current at the time of renewal will apply throughout the renewal Subscription term. You can review the most current version of this SLA at any time by visiting <https://web.cloudmore.com/terms>.

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