

Service Level Agreement

This Service Level Agreement (“SLA”) sets forth Atmospheric G2’s (“AG2”) performance objectives for the availability of the Platform pursuant to the Agreement. The remedies set out in this SLA are Customer’s sole and exclusive remedy for issues covered by the SLA. While AG2 will not modify this SLA arbitrarily, AG2 may do so from time-to-time. Should AG2 make a change to this SLA, AG2 shall notify Customer. The notification will set out the effective date of any changes.

1. Availability

- A. AG2 will use commercially reasonable efforts to maintain availability of the Platform for Customer’s use 24x7, except as related to the following, during which the Platform may not be available:
 - i. “Scheduled Maintenance”: Updates and routine maintenance between 7 p.m. – 2 a.m. (Eastern US Time) weekdays, weekends and holidays. However, maintenance may also occur at any other time as is necessary to provide top tier service to our customers. AG2 may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. AG2 will use commercially reasonable efforts to provide you with at least 24 hours’ prior notice if maintenance downtime will occur at such other time.
 - ii. “Unscheduled Maintenance”: Maintenance not previously planned which is needed to resolve issues that are critical for customers and/or performance of the Platform. AG2 will notify Customers when possible via email prior to the unscheduled maintenance. When and where practicable, AG2 will try to conduct unscheduled maintenance between 9:00 p.m. and 2:00 a.m. (Eastern US Time).
 - iii. Force Majeure Events (as defined in the Agreement).
 - iv. Unauthorized use or misuse of the Platform by Customer or anyone using any of Customer’s authorized user’s login credentials.
- B. “Availability Goal”: AG2 will use commercially reasonable efforts to make the Platform available 99.5% of the time, measured on an average monthly basis, exclusive of the following:
 - i. The events set forth in Section 1.A.i.-iv. of this SLA;
 - ii. Any outage lasting less than five 5 minutes;
 - iii. Any outage determined to be a result of Customer’s breach of the Agreement or other acts or omissions of Customer; and,
 - iv. Any outage determined to be a result of a failure of outside services or equipment not within the control of AG2, including Customer’s hardware and software.

2. Performance Credits

- A. AG2 provides performance credits set forth below.
 - i. Upon Customer’s written notice to AG2, if availability to Customer of any Server (excluding those items not included in downtime calculations as set forth above) for the calendar month is below the Availability Goal, AG2 will credit to Customer, according to the table below, a portion of the monthly fees charged for the calendar month during which such goal was not met:

ii.

Server Availability Goal	% of Monthly Fee Credited
Less than 99.5%	2%
Less than 98%	5%
Less than 95%	10%

- iii. Unavailability will be deemed to begin when AG2 receives accurate notification thereof from Customer, or when AG2 first becomes aware of such unavailability, whichever occurs first.
- iv. Credit Requests. To receive the credit, Customer must specifically request it no later than thirty (30) days following the month for which the credit is owed. Customer must provide all dates and times of Server unavailability along with Customer's account username. This information must be submitted to AG2's Support Department. AG2 will compare information provided by Customer to the server availability monitoring data that AG2 maintains. A credit is issued if the unavailability warranting the credit is confirmed. NOTWITHSTANDING ANYTHING IN THIS SECTION 3 OR ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL PERFORMANCE CREDIT TO CUSTOMER UNDER THIS SLA SHALL NOT EXCEED 10% OF THE MONTHLY FEES CHARGED FOR THE SERVICE DURING THE CALENDAR MONTH FOR WHICH THE PERFORMANCE CREDIT IS TO BE ISSUED. IN ADDITION, CUSTOMER SHALL NOT BE ENTITLED TO ANY PERFORMANCE CREDIT IF CUSTOMER'S ACCOUNT IS PAST DUE OR SUSPENDED.

3. Technical Support

- A. AG2 provides technical support 24/7. AG2 will use commercially reasonable efforts to respond to support requests within 2 hours.
- B. Technical support is provided by:
Email to metops@us.ibm.com
Telephone at +001 978-983-6352