# Service Level Agreement

**1. Introduction**. This Service Level Agreement ("SLA") is incorporated by reference in that certain agreement between the Customer and symplr software, LLC, a Texas limited liability company, or its Affiliate ("symplr"), (each a "Party") which governs Customer's use of the applicable symplr Software (the "Agreement"). Capitalized terms having the meaning set forth in the Agreement or are defined herein.

**2. Scope**. This Service Level Commitment applies software-as-a-service web-based or mobile-based software Products provided by symplr or any of its Affiliates under this Agreement ("Software").

**3. Availability Commitment**.

**3.1 Uptime**. symplr will provide Customer with the ability to remotely access the Software ("Availability") no less than ninety-nine point five percent (99.5%) of the time in any calendar quarter ("Availability Commitment"). Availability will be calculated as follows:

$$\left( \frac{( \text{Available time} - \text{Excused Unavailability}) - \text{downtime}}{( \text{Available time} - \text{Excused Unavailability})} \right) \times 100 = \text{Availability percentage}$$

"Excused Unavailability" means unavailability of the Software (a) during any scheduled or emergency maintenance or (b) attributable to telecommunication company service problems, third-party software defects, Customer, or any force majeure or other events or circumstances beyond the reasonable control of symplr.

**3.2 Scheduled Maintenance**. symplr will use commercially reasonable efforts to perform scheduled maintenance outside of 7:00 a.m. Central Time to 7:00 p.m. Central Time.

**3.3 Service Credits**. If symplr does not meet the Availability Commitment for a calendar quarter with respect to Software, following Customer's written request made within thirty (30) days after the end of such calendar quarter, symplr shall provide to Customer a service credit ("Service Credit") equal to three percent (3%) of the total amount of Fees for such Software paid or payable by Customer for such quarter. In no event shall Service Credits for any calendar quarter exceed the Fees for Software paid by Customer for such quarter as determined on a pro-rata basis. Service Credits shall be applied by symplr only to future invoices but will be refunded to Customer if no future invoices are to be issued as a result of expiration or termination of the Agreement, except where the Agreement is being terminated by symplr for Customer's material breach, in which case Service Credits shall be and are forfeited upon termination of the Order Form for the associated Software.

**3.4 Exclusive Remedy**. In no event shall symplr be obligated to pay a Service Credit in the form of a refund. Service Credits shall be Customer's sole and exclusive remedy and symplr's sole obligation with respect to symplr's failure to satisfy the Availability Commitment. This Section 3.4 shall survive any expiration or termination of the Agreement.