

Service Level Agreement

Perceptyx will provide the SaaS Service in accordance with this Agreement.

1. **Definitions.** The following definitions apply to this Agreement:

“Agreement” means this Service Level Agreement.

“Customer” means an entity who has entered into a contract with Perceptyx and paid for the SaaS Service.

“Customer Data” means any content, materials, data and information that Customer enters into the production system of a SaaS Service or that Customer derives from its use of and stores in the SaaS Service (e.g. Customer-specific reports).

“Documentation” means Perceptyx’s online technical and functional instructions for the SaaS Service.

“Downtime” means that the SaaS Service is not available to Customer due to a factor under Perceptyx’s control.

“Downtime Period(s)” means the amount of time the SaaS Service is not available and must be ten (10) consecutive minutes or more.

“Error” means any verifiable and reproducible failure of the SaaS Service to operate in material conformance with its Documentation.

“Fix” means the repair or replacement of an object or executable code version of the SaaS Service to remedy an Error.

“Monthly Uptime” means the amount of time that the SaaS Service is available to Customer during a calendar month and is determined by taking the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.

“SaaS Service” means any solution hosted, supported, and licensed by Perceptyx as set forth in the applicable Order Form.

“Service Credit(s)” are credits issued to a Customer whose Monthly Uptime falls below the average Monthly Uptime outlined in section 3.

“Update(s)” means either (1) a partial update SaaS Service release, in object code form, containing Error corrections, a Fix, or Workaround, to the SaaS Service and any corrections and updates to the associated documentation; or (2) a modification or new SaaS Service release, in object code form, containing new features, functionality, or operating system support for the SaaS Service and the associated documentation.

“Upgrade(s)” means a new version of the SaaS Service, which adds one or more substantial features to the SaaS Service, or otherwise makes one or several substantial changes to the current feature set for the SaaS Service.

“Workaround” means a change in the procedures to be followed by Customer to avoid an Error without significantly impairing performance of the SaaS Service.

“Scheduled Maintenance” means those times of planned Downtime that Perceptyx uses to maintain the SaaS Service, and to provide Updates and Upgrades.

2. **SaaS Service Maintenance.** Perceptyx maintains the SaaS Service as follows:

2.1. **Updates.** Perceptyx will make Updates available within a reasonable time after publication to Customers having a valid SaaS Services contract in effect at the time of the Update release.

2.2. **Upgrades.** Upgrades to the SaaS Service are provided to Customers having a valid SaaS Services contract in effect at the time of the Upgrade release.

2.3. **Scheduled Maintenance.** Perceptyx will notify the Customer via electronic mail of any Scheduled Maintenance at least forty-eight (48) hours in advance. Perceptyx will use reasonable efforts to perform Scheduled Maintenance during weekends in accordance with the Pacific Time Zone.

3. **Service Level Commitment.** Perceptyx will provides the following service level commitments:

3.1. **Monthly Uptime.** Perceptyx will use commercially reasonable efforts to ensure that the SaaS Service is available to Customer with an average Monthly Uptime of 99.9% per month.

3.2. **Exclusions.** Monthly Uptime excludes any Downtime due to the following: (i) Scheduled Maintenance (ii) factors outside of Perceptyx's reasonable control, including any force majeure event or Internet access or related problems (iii) equipment or software under Customer's control, (iv) any problems that result from Customer's Internet or Internet service providers, VPN issues, email domain server availability or other similar issues (v) a failure or malfunction resulting from Customer Data, (vi) outages initiated by Perceptyx at the written request of Customer for backup, changes, or other purposes, or (vii) an interruption or shut down of the SaaS Service due to a significant threat to the normal operation of the SaaS Service, Perceptyx facility, or access to, or integrity of the Customer Data, (vii) or a hacker or virus attack.

3.3. **Service Credits.** In the event that Monthly Uptime falls below 99.9% per month, Customer may be entitled to a Service Credit. Service Credits correspond to the Monthly Uptime and are added to the end of the current service term:

Monthly Uptime	Service credit
Less than 99.9% but equal to or greater than 99.0%	One (1) day of additional SaaS Service
Less than 99.0% but equal to or greater than 95.0%	One (1) week of additional SaaS Service
Less than 95.0%	Two (2) weeks of additional SaaS Service

3.4. **Service Credit Claims.** In order to receive a Service Credit, Customer must report the unavailability of the SaaS Services to the Perceptyx support team at customersupport@perceptyx.com as soon as Customer becomes aware of the unavailability. Perceptyx will investigate the cause of the unavailability. If Perceptyx determines that the unavailability was caused by factors under its control and the Monthly Uptime falls below 99.9%, Customer may request a Service Credit by emailing customersupport@perceptyx.com. Any Service Credit request must be received by Perceptyx within thirty (30) days of the date of the unavailability and must include: (a) the dates, times and duration of each incident of purported unavailability of the SaaS Service; (b) a detailed description of the events resulting in unavailability and any documentation that corroborate Customer's claimed outage; (c) the number and location(s) of affected users; and (d) descriptions of Customer attempts to resolve the events resulting in unavailability at the time of occurrence.

4. **Disclaimer.** THIS AGREEMENT DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SAAS SERVICE IS SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE CUSTOMER CONTRACT. THIS AGREEMENT DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH CONTRACT.

This Agreement may be updated from time to time.