

Service Level Agreement

This Service Level Agreement (“SLA”) is incorporated into and forms part of the AuditBoard Subscription Agreement between AuditBoard, Inc. and Customer with respect to the Service (the “Agreement”). This SLA is effective on the date of the Agreement. For clarity, this SLA applies only to production environments and does not apply to sandbox, testing, beta, or non-production tenants or environments.

1. DEFINITIONS

- 1.1. “**Downtime**” means the Service is unavailable, except when such unavailability is a result of Planned Downtime or outages of third-party connections or utilities or other reasons beyond AuditBoard’s control.
- 1.2. “**Planned Downtime**” means maintenance to the Service that is routinely scheduled. AuditBoard shall use commercially reasonable efforts to limit Planned Downtime to occur between 6:00 pm and 12:00 am Pacific Time.
- 1.3. “**Service Availability**” shall be calculated using the following formula: ((total number of minutes per month – Downtime (measured in minutes)) / (total number of minutes per month) = Service Availability.
- 1.4. “**Service Level Credit**” means the number of credits Customer may be eligible to receive based on the Service Availability as outlined in Table 1.

2. SERVICE AVAILABILITY

The Service shall be available 99.9% in accordance with the Service Availability. If Customer requests maintenance, including, but not limited to, a url change or key rotation, any Downtime calculation will exclude periods affected by such maintenance. In the event AuditBoard suspends Customer’s use or access of the Service in accordance with the Agreement, said suspension shall not be deemed to be a failure of AuditBoard to provide adequate Service Availability under this Agreement. Downtime shall begin to accrue as soon as Customer (with notice to AuditBoard as described below) recognizes that Downtime has occurred and continues until the availability of the Service is restored.

3. REMEDIES

Customer may be eligible to receive a Service Level Credit for Downtime in accordance with Table 1. In order to receive the Service Level Credit, Customer must notify AuditBoard in writing within 10 days from the end of the relevant month in which the Downtime occurred. Any applicable Service Level Credit will be applied towards Customer’s future invoice(s). Such credits may not, in any event, be redeemed for cash and shall not be cumulative beyond a total number of credits that equals up to seven (7) days of fees for the applicable Service(s) in any one (1) calendar month. Customer is not entitled to any Service Level Credit if: 1) Customer is in breach of the Agreement (including Customer’s payment obligations), 2) the Downtime arises out of or relates to Implementation Services, or similar services, or 3) Downtime which results from third-party connections or utilities that are beyond AuditBoard’s control. The remedies described herein shall be Customer’s sole and exclusive remedy and AuditBoard’s entire liability, in connection with this SLA.

Table 1: Service Level Credit Calculation

| Monthly Availability | Service Level Credit |
|--|-----------------------------------|
| Under 99.9% but greater than or equal to 99.0% | 1x Average Daily Subscription Fee |
| Under 99.0% but greater than or equal to 95.0% | 3x Average Daily Subscription Fee |
| Under 95.0% | 7x Average Daily Subscription Fee |

4. SUPPORT

Customer may obtain support under this SLA in accordance with the following:

4.1. Contact

AuditBoard’s support team is available Monday through Friday, excluding AuditBoard recognized holidays and hours, which are subject to change with 30 days’ prior notice, and available at the following: <https://support.soxhub.com/hc/en-us/articles/360050379413-What-is-AuditBoard-s-Holiday-Schedule-> (each a “**Business Day**”), between the hours of 8:00 am and 5:00 pm Pacific Time (“**Business Hour**”). Should Customer need support, Customer may contact AuditBoard in the following order:

- 1) **Help Center:** Within the Service, Customer may submit support requests through the “[Help Center](#)”. The Help Center should be utilized as Customer’s first option for requesting support.
- 2) **Email Request:** If Customer is unable to submit a Help Center request, Customer should contact AuditBoard at support@auditboard.com.
- 3) **Phone Request:** For emergency situations wherein Customer is experiencing a P1 incident, as defined below, Customer may contact AuditBoard at (877) 740-5474 or internationally at +44 800 358 9575 and these numbers are available 24/7.

All support requests shall be made using one of the methods outlined above. Any other methods used to request support shall not be subject to the response times outlined in Table 2.

4.2. Support Incident Response Time

AuditBoard will use commercially reasonable efforts to respond to all support requests in accordance with the assigned priority level. AuditBoard will assign a priority level based on the nature of the issue as described below. Response times are based on when the support request is received.

Table 2: Priority Level Response Times

| Priority Level | Description | Response Times |
|-----------------------------|---|--|
| P1 - Critical | Customer is unable to access the Service in its entirety. | <ul style="list-style-type: none"> • Initial Contact: < 1 Hour • Status Update: Every 2 Hours • Management Escalation: Immediate |
| P2 - High | Customer can access the Service, however, one or more significant features are unavailable, such as the ability to generate reports. | <ul style="list-style-type: none"> • Initial Contact: < 3 Business Hours • Status Update: Every Business Day until resolution • Management Escalation: 12 Business Hours |
| P3 - Low | Any other error which is not a P1 or P2 and does not prevent access to a significant feature of the Service that does not prevent Customer from accessing a significant feature of the Service (e.g., an incorrect notification). | <ul style="list-style-type: none"> • Initial Contact: < 2 Business Days • Status Update: Available by Email Request • Management Escalation: Upon customer request only. AuditBoard may agree to shorten the resolution time for the error or Downtime following an assessment of risk and business impact. |
| P4 - General Queries | Any Customer request that does not fall in the P1 - P3 levels. | AuditBoard uses commercially reasonable efforts to respond to all general queries about the Service within one (1) Business Day. For the avoidance of doubt, queries that can be addressed or resolved directly by Users in the Service including, without limitation, adjusting roles and permissions, performing data imports, and making configuration updates, are not intended to be in scope for the purposes of this section and support for such requests will be provided by AuditBoard solely at its discretion and, if provided, will be limited to directing Users to resources which enable them to resolve the related query themselves. |