System Availability Service Level Agreement (SLA) Schedule

This Service Level Agreement governs the provision and accessibility of the Productsup Platform.

1. Definitions

1.1 "**Downtime**" means the total minutes in the calendar month during which Client's designated Login to the Productsup Platform does not respond to Client's login-request, excluding Excluded Downtime.

1.2 "**Excluded Downtime**" means the total minutes in the calendar month attributable to (i) periods of non-availability due to Internet interruptions Provider is not responsible for or due to other circumstances beyond the responsibility of Provider, in particular those caused by force majeure; (ii) periods of non-availability due to planned maintenance of the Solutions or the content which are carried out on a regular basis ("**Scheduled Maintenance**"); (iii) periods of non-availability due to unscheduled essential maintenance work which is necessary to eliminate malfunctions; (iv) periods of non-availability due to the fact that, temporarily, the necessary technical requirements for the access to the Solutions, which must be created by the Client, are not met, for example in case of disturbances of the Client's hardware.

1.3 "**System Availability SLA**" shall be defined as the minimum System Availability of the Solutions during each calendar month for production versions and calculated in accordance to formula defined under System Availability.

1.4 "**System Availability**" shall be calculated by following formula:

$$System\ Availability\ as\ percentage = \left[\left(\frac{total\ minutes\ in\ the\ calendar\ month - Downtime - Excluded\ Downtime}{total\ minutes\ in\ the\ calendar\ month - Excluded\ Downtime}\right) * 100\right]$$

Example:
An example month has 30 days (= 30*24*60 = 43.200 minutes)
Excluded downtime for this example month was 180 minutes
Downtime for the example month = 30 minutes

$$System\ Availability\ as\ percentage = \left[\left(\frac{43.200 - 30 - 180}{43.200 - 180}\right) * 100\right]$$

System Availability = 99,93%

2. Provider Obligations

2.1 System Availability SLA

The System Availability SLA of the Productsup Platform shall be at least 99,5%.

2.2 Downtime

In case of Downtime of the Productsup Platform, Provider will provide Client with regular updates on system status, mitigation efforts and expected timing for Productsup Platform to become available again.

2.3   Notices

All notices with regard to Downtime and System Availability of the Productsup Platform are provided exclusively through Productsup's status page status.productsup.io.