

Service Level - Availability

Availability Commitment. The Service will be available 99.9% of the time during a calendar month, subject to the terms below.

Service Credits.

Service Availability Level	Service Credit Factor of Monthly Subscription Fee (pro-rated)
99.7% to 99.89%	5%
99.50% to 99.69%	7.5%
99.0% to 99.49%	10%
Below 99%	15%

To be eligible, the credit request must:

- (i) include, in the body of an e-mail, the dates and times of each incident of unavailability that Customer claims to have experienced; and
- (ii) include logs, screenshots or other physical evidence that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

CUSTOMER'S EXCLUSIVE REMEDY AND WORKRAILS' SOLE OBLIGATION FOR ITS FAILURE TO MEET THIS WARRANTY WILL BE FOR WORKRAILS TO PROVIDE A CREDIT FOR THE APPLICABLE MONTH, AS PROVIDED IN THE CHART ABOVE (IF THIS AGREEMENT IS NOT RENEWED, THEN A REFUND FOR THE MONTH), PROVIDED THAT CUSTOMER NOTIFIES WORKRAILS OF SUCH BREACH WITHIN 30 DAYS OF THE END OF THAT MONTH.

Exceptions.

- Circumstances beyond WorkRails' reasonable control, including acts of god that prevent it from providing the Service, including any force majeure event or major Internet related problems (e.g. loss of internet access across a geographic area larger than 100 square miles) beyond the demarcation point of WorkRails or DNS issues outside of WorkRails control;
- In the event of an emergency maintenance, WorkRails shall provide notice as soon as reasonably practicable prior to beginning such emergency maintenance; and
- Customer's wrongful acts or omissions, including, without limitation, custom scripting or coding.