MX

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") is governed by the terms of the Agreement.

1. **DEFINITIONS**

   1.1 "**Availability Percentage**" means the percentage resulting from this formula: 1- (Downtime / Maximum Availability).

   1.2 "**Covered Service**" means each individual Service licensed by and paid for by Client in an applicable Order Form.

   1.3 "**Downtime**" means the number of minutes that the Covered Service is Unavailable during a rolling three-month calendar period but excluding Permitted Downtime and Maintenance Minutes.

   1.4 "**Permitted Downtime**" means the number of minutes that the Covered Service is Unavailable due to one or more of the following:

   A) acts or omissions of Client, its agents, employees, or contractors, or acts or modifications as directed or authorized by Client, or breach of the terms of the Agreement that apply to the Covered Service;
   B) Spikes in demand for system resources not previously agreed to in writing by the Parties to enable MX to make accommodation for such increase in demand; or
   C) software, hardware, or third-party services not provided or controlled by MX, or events beyond MX's reasonable control, including but not limited to force majeure events, any law, regulation or order issued by the government, or any agency or department, which, in the reasonable opinion of MX, effectively prohibits or restricts MX from offering the Covered Service, or imposes significant additional costs on MX to provide the Covered Service.

   1.5 "**Maintenance Minutes**" means the number of minutes elapsed during maintenance performed by MX that results in the Covered Service being Unavailable where MX has provided Client with at least 3 business days advance notice, except in the event of maintenance required to address an urgent threat to the security or integrity of the Covered Service, for which MX will provide notice as soon as is reasonably practicable.

   1.6 "**Maximum Availability**" means the total number of minutes during a rolling three-month calendar period.

   1.7 "**Minimum Availability Percentage**" means 99.5%.

   1.8 "**Spike**" means a >50% increase in the number of daily activities processed by the Covered Service above the normalized daily activity patterns (i.e., the greater of the average daily activity pattern for the prior 30-day period, excluding any Spikes, or the contracted activity volume).

   1.9 "**Unavailable**" means any situation where MX's (or its third-party) monitoring services indicate that the Covered Service is not responding to properly formatted API requests. MX is not responsible for any API requests that fail to reach MX due to a failure in Client's (or in public) telecommunication infrastructure.

2. **MAINTENANCE AND INCIDENT NOTIFICATION PROCESS.** MX will make commercially reasonable efforts to advise Client of any planned maintenance at least 14 calendar days in advance. Notice of planned maintenance or major production incidents (including timely updates thereto) will be published on status.mx.com and sent to clients that register to receive updates from status.mx.com via e-mail.

3. **SERVICE CREDITS**

   3.1 **Uptime Percentage**. If during any rolling three-month calendar period during the Term of the Agreement, the Availability Percentage for a Covered Service is lower than the Minimum Availability Percentage, and Client notifies MX in writing about such Downtime within 30 days of the Downtime, MX will provide Client with a service credit for the applicable Covered Service in accordance with the table below in Section 3.2 ("**Service Credit**"). The Service Credit percentage will be calculated against Monthly Fees for the Covered Service and will be credited against future fees. The "**Monthly Fee**" will be calculated based upon the licensing fees for the Covered Service as stated in the applicable Order Form. If, for example, the licensing fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12.

   3.2 **Service Credit Table**

Availability Percentage	Service Credit
99.20% - 99.49%	5% of Monthly Fees
99.00% - 99.19%	10% of Monthly Fees
Less than 99.00%	15% of Monthly Fees

3.3 **EXCLUSIVE REMEDIES/CUMULATIVE SERVICE CREDITS**. Except as provided in Section 4 below, any Service Credits provided pursuant to this Service Level Agreement will constitute MX's sole liability and Client's sole and exclusive remedy for any failure to achieve the Minimum Availability Percentage. Failure to achieve the Minimum Availability Percentage for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 15% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

4. **TERMINATION FOR CHRONIC FAILURE.** If MX fails to maintain an Availability Percentage of ≥ 90% for any individual Covered Service for any 3 months in a 6-month period ("Minimum Level of Service"), Client may terminate that single affected Covered Service upon 10 days written notice to MX from the date there is a failure to meet the Minimum Level of Service.