



**METER**

Service Level Agreement

This Support Addendum (this “Addendum”) is attached to, governed by, and incorporated by reference into the AROYA-as-a-Service Terms and Conditions (the “Terms”). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Terms.

Defined Terms

“Available” or “Availability” means that Client can access the SaaS Services for live, real-time processing and data exchange, in accordance with the Documentation for the SaaS Services.

“Commitment” means the Availability commitment of the SaaS Services for a given calendar month, which shall be 99.7%, calculated on a 24-hour per day, 7-day per week basis, excluding Planned Maintenance, Emergency Maintenance and Excluded Downtime.

“Emergency Maintenance” means downtime of the SaaS Services outside of Planned Maintenance that is required in good faith to apply urgent Updates or Fixes. If Emergency Maintenance is required, METER will immediately contact Client via email and provide the expected start time, the planned or anticipated duration of the Emergency Maintenance, and whether METER expects the SaaS Services to be unavailable during the Emergency Maintenance.

“Excluded Downtime” means the following: (i) limitations or inability to use the SaaS Services by Client which are the result of failures or processing delays of services which are not provided by METER, including but not limited to telecommunications and internet service provider(s); (ii) delays or failures involving hardware, software or power systems not within METER’s possession or control, including Client’s systems, Client Materials or Third-Party Materials; (iii) distributed denial of service attacks, or processing delays in third party services accessed by the SaaS Services; and (iv) limitations or inability to use the SaaS Services caused by a Force Majeure Event.

“Planned Maintenance” means the total minutes of planned maintenance during the month. Planned Maintenance will occur only outside of business hours in the continental United States. If actual maintenance occurs during business hours in the continental United States, such time will not be considered Planned Maintenance.

Service Level Credits

In the event that the Availability of the SaaS Services falls below the Commitment in a given month, Customer shall be entitled to make a claim (a “Service Level Claim”). Any such Service Level Claim must be made within thirty (30) days of the end of the calendar month in which such failure occurred. After receipt of a Service Level Claim, METER will use good faith efforts to validate the Service Level Claim. Any Service Level Claim which is validated by METER shall entitle Client to a credit against future fees for the SaaS Services (each, a “Service Level Credit”), calculated on a monthly basis, as follows:

Availability Percentage:	Service Level Credit (Percent of fees for the calendar month in which the failure occurred):
97.5% - 99.7%	5%
0.0% - 97.5%	10%

Service Level Credits shall be Client’s exclusive remedy for any failure to meet the Commitment.