QuickChart Service Level Agreement (SLA)

QuickChart SLA. We guarantee that the QuickChart Service web interface will be operational and available to Customer at least 99.5% of the time in any calendar month (the "QuickChart SLA"). If QuickChart does not meet the QuickChart SLA, and if Customer meets its obligations under this QuickChart SLA, Customer will be eligible to receive the Service Credits described below. This document states Customer's sole and exclusive remedy for any failure by QuickChart to meet the QuickChart SLA.

<u>Definitions</u>. The following definitions shall apply to the QuickChart SLA.

- "<u>Downtime</u>" means that an HTTP request to a monitored endpoint on the premium.quickchart.io domain returns an HTTP status code that is not 200 more than twice in a row. Downtime is measured based on QuickChart's status page via 3rd party uptime monitor, UptimeRobot.
- "Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Service" means the QuickChart Services provided by QuickChart to Customer under the Agreement.
- "Service Credit" means the following:

Monthly Uptime Percentage	Credit Amount (as a percentage of Customer's most recent monthly payment to QuickChart)
< 99.5% - >= 99.0%	15%
< 99.0% - >= 97.5%	25%
< 97.5% - >= 95.0%	50%
< 95.0%	100%

<u>Customer Must Request Service Credit.</u> In order to receive any of the Service Credits described above, Customer must notify QuickChart within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

<u>Maximum Service Credit.</u> The aggregate maximum number of Service Credits to be issued by QuickChart to Customer for all Downtime that occurs in a single calendar month shall not exceed Customer's previous monthly payment.

<u>QuickChart SLA Exclusions.</u> The QuickChart SLA does not apply to any services that expressly exclude this QuickChart SLA (as stated in the documentation for such services) or any performance issues, including factors that resulted from Customer's equipment or third party equipment, or both (not within the primary control of QuickChart).