

# Service Level Agreement

## 1. Definitions

**“Available” or “Availability”** shall mean that the Subscription Services are responsive and available for use at the URL specified by Visma Talent Solutions. Availability is measured 24x7, on a calendar monthly basis. Unavailability does not mean an inability to connect to the Subscription Services due to

- (i) a failure between Customer’s computer(s) and the Internet;
- (ii) factors outside of Visma reasonable control;
- (iii) any action or inaction of Customer or a User; or
- (iv) scheduled maintenance periods and necessary but unscheduled maintenance of which Customer has reasonable notice.

**“Availability Assurance”** means 99% for all Subscription Services designated as Visma Talent Solutions Saba Cloud by Visma Talent Solutions (generally identified by SKUs starting CLD-SPC) (“Visma Talent Solutions Saba Cloud” or “Visma Talent Solutions Cloud Subscription Services”).

**“Unavailability”** shall mean that the Subscription Services are not Available (i.e. a “system down” support issue).

**“Report”** shall mean submitting Customer’s issue via the electronic interface to Visma Talent Solutions support tracking system, or in a telephonic conversation with a Visma Talent Solutions support representative during a time period when support is available to Customer.

**“Service Credit”** shall mean a credit calculated in accordance with Section 3 below. A Service Credit shall be issued by discounting Customer’s next payment for the Subscription Services by the amount of the Service Credit.

**2. Service Level Agreement.** Visma Talent Solutions warrants that the Subscription Services will perform in accordance with and subject to this Service Level Agreement, which states Customer’s sole and exclusive remedy for any breach of such warranty:

**2.1 Availability SLA.** Visma Talent Solutions target is 100% Availability of the Subscription Services. If Customer experiences an Unavailability issue, Customer is eligible for a Service Credit as set forth in Section 3.1 below.

## 3. Service Credits.

**3.1 Unavailability.** In the event Customer experiences less than the applicable Availability Assurance in one calendar month, Customer may request a Service Credit from Visma. The amount of the Service Credit shall be calculated by multiplying Customer’s monthly Subscription Services fees for said Subscription Services for the calendar month in which the Service Credit was incurred, by the percentage shown in the table below that corresponds to the actual Availability of said Subscription Services during that month.

Availability	Credit
99% or over, but below the applicable Availability Assurance	10%
95% or over but below 99%	25%
Below 95%	50%

**3.2 This Service Level Agreement** applies only to Customer's production environment of the Subscription Services, and not to any development, staging, testing, QA or other non-production environment. Availability shall be measured from the time stamp recorded in Visma Talent Solutions support tracking system at the time that the issue is submitted electronically by Customer (or, if Customer contacts Visma Talent Solutions telephonically, the time at which Visma Talent Solutions creates the case describing the issue in the system). Time periods during which Visma Talent Solutions is awaiting a response or information requested from Customer shall not be counted in Availability time calculations.

**3.3 Termination Option for Chronic Problems.** If, in each of three (3) consecutive months, Customer experiences less than the applicable Availability Assurance ("Chronic Problems"), the Agreement may be terminated without penalty. Such termination will be effective thirty (30) days after Visma receipt of written notice of such termination. Upon such termination, Visma will refund any subscription fees pre-paid by Customer, pro-rated for the remainder of Customer's Subscription Term after the effective date of such termination.

**3.4 Customer Must Request Service Credit.** If Customer believes Customer is eligible for a Service Credit for any given calendar month, or has a right to terminate as described in Section 3.3, Customer must notify Visma in writing within five (5) business days from the end of such month in order to receive a Service Credit or exercise Customer's right of termination.

**3.5 Maximum Service Credit.** Customer's aggregate Service Credits in any single calendar month may not exceed 50% of Customer's monthly Subscription Services fees for the calendar month in which the Service Credit(s) were incurred.