

Application Uptime

Last Modified on 28.06.2023

□ Userlane's availability is guaranteed to exceed 99.5%. We regularly achieve higher uptime and the live status as well as historic data can be viewed on [Userlane's Status page](#).

Uptime Commitment

The Quarterly Uptime Percentage for the Service will be ninety-nine and fifty percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions below, "Quarterly Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Customer's Production Tenant(s) is(are) unavailable out of the total number of minutes in that quarterly billing cycle.

"Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by the Customer's Production Tenant(s) failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29).

The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools Userlane uses.

Exclusions from Quarterly Uptime Percentage

Notwithstanding anything to the contrary in this exhibit, any Service Unavailability issues resulting from any of the following will be excluded from the calculation of Quarterly Uptime Percentage:

1. regularly scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Userlane at least twenty-four (24) hours in advance via Userlane's Normal Support Channels.
2. any failures of the Userlane Standard and Custom Reporting Services
3. any problems not caused by Userlane that result from (a) computing or networking hardware, (b) other equipment or software under the Customer's control, (c) the Internet, or (d) other issues with electronic communications;
4. Userlane's suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form;
5. software that has been subject to unauthorized modification by Customer; 2.6. negligent or intentional misuse of the Service by Customer; or
6. "Beta" or "limited availability" products, features, and functions are identified as such by Userlane.