

Service Level Agreement

1. **Target Availability.** Crossbeam will use commercially reasonable efforts to make the Service available with an uptime of 99.9% of each calendar month (“**Target Availability**”).
2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Service in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Crossbeam’s reasonable control, (c) Customer’s equipment, software, network connections or other infrastructure, (d) third party systems, acts or omissions or (e) Scheduled Maintenance or reasonable emergency maintenance. “**Scheduled Maintenance**” means Crossbeam’s scheduled routine maintenance for which Crossbeam notifies Customer at least five (5) days in advance. Scheduled Maintenance will not exceed twenty (20) hours per month and Crossbeam will use commercially reasonable efforts to perform Scheduled Maintenance only between the hours of 10pm and 4am Pacific Standard Time on Saturdays and Sundays.
3. **Service Credits.** If there is a verified failure of the Service to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Service in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

Uptime	Service Credit (% of monthly fees)
99.00% — 99.89%	5%
98.00% — 98.99%	10%
96.00% — 97.99%	15%
< 96.00%	20%

Crossbeam will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits. Service Credits in any month will not exceed 20% of the monthly fees due.

4. **Exclusive Remedies.** Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer’s sole and exclusive remedy, and Crossbeam’s sole and exclusive liability, for Crossbeam’s failure to meet the Target Availability.