

**Flexera One Service Levels**

**1. Uptime.**

- 1.1. **“Uptime”** means the amount of time in any given calendar month that (i) Customer can access the applicable SaaS product and (ii) the applicable SaaS product has no Severity 1 issues (as defined in the Support terms) outstanding, calculated as a percentage of the total amount of time in such month, excluding Excused Outages.
- 1.2. **“Monthly Fee”** means the amount of the recurring license fee paid by Customer that is allocable to one (1) month (but excluding implementation, configuration, professional, or other services or nonrecurring fees).
- 1.3. Flexera will maintain systems and controls designed to maximize Uptime, minimize unscheduled outages, and enable prompt notification in the event of any unscheduled outage. Flexera will credit to Customer the percentage specified below of the total Monthly Fee for any calendar month in which Uptime for the month falls within the range specified. To receive a credit, Customer must request such credit in writing within thirty (30) days of the end of the month for which it seeks a credit.

<b>Uptime %</b>	<b>% Monthly Fee Credited</b>
99.50% - 100%	0%
97.5% - 99.49%	5%
95% -97.49%	10%
Less than 95%	15%

- 1.4. If Uptime falls below 99.5% for any three (3) consecutive months, or falls below 95% in any single month, Customer may, within thirty (30) days of the end of the month giving rise to this termination right, terminate the license related to the failed Uptime commitment upon written notice to Flexera.
  - 1.5. The remedies in this Section are the sole and exclusive remedies available to Customer for any failure by Flexera to maintain the required Uptime. The Uptime commitment only applies to the portion of the SaaS product that is hosted in a Flexera data center (or in a third-party data center chosen by Flexera). Components located on Customer’s network or systems are not covered under the Uptime.
- 2. Excused Outages.** Customer may experience outages in the SaaS product due to Scheduled Maintenance and/or Emergency Maintenance, as defined below (collectively **“Excused Outages”**).
- 2.1. **Scheduled Maintenance.** **“Scheduled Maintenance”** means planned interruptions in the SaaS product to make changes to Flexera’s systems. Flexera regularly evaluates web site traffic patterns to determine low usage times in which to perform Scheduled Maintenance. Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 5:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday. Times listed are PST for Customers in the United States and CET for Customers located outside of the United States. Flexera will not perform Scheduled Maintenance on the last 2 Business Days of any calendar month. For Scheduled Maintenance of 2 hours or less in duration Flexera will notify Customer no later than 48 hours prior to the Schedule Maintenance. For Scheduled Maintenance of more than 2 hours in duration Flexera will notify Customer no later than 120 hours prior to the Schedule Maintenance. Notice for the purpose of this Section may be a message be placed on the login page to the SaaS product.
  - 2.2. **Emergency Maintenance.** **“Emergency Maintenance”** refers to Flexera’s efforts to correct network or security conditions that may cause service outages or severe network performance degradation impacting multiple customers and requires immediate action. Emergency Maintenance may degrade the quality of service including possible outages. Flexera will notify Customer with as much advance notice as possible under the circumstance prior to performing Emergency Maintenance.
- 3. Backups.** Flexera will perform incremental backups six (6) days per week and full backups one (1) day per week. The copies of backups will be stored off-site in a secure facility. Upon termination or expiration of the applicable SaaS product subscription, Customer will no longer have access to the SaaS product, provided that Flexera may keep data active in the SaaS product for a period of up to ninety (90) days after expiration or termination of the license. After such ninety (90) day period, Flexera will delete Customer’s data, provided that any prior backups that have been performed for disaster recovery or failover will not be deleted until such backup is overwritten by other data or destroyed in accordance with Flexera’s record retention policy, which will occur no later than six (6) months after expiration or termination of the license.