This Service Level Agreement ("**SLA**") applies in addition to the master subscription agreement (whether formed by separately executed agreement or by acceptance of the APTTUS General Terms of Use located at http://legal.apttus.com/legal.html#apttus-general-terms-of-use) in place between Customer and APTTUS ("**Agreement**"). In the event of any conflict between this SLA and the Agreement, this SLA shall prevail to the extent of any inconsistency.

APTTUS may amend this SLA from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer's project sponsor shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective 30 days after such notice (the "**Proposed Amendment Date**") unless Customer first gives APTTUS written notice of rejection of the amendment. In the event of such rejection, this SLA will continue under its original provisions, and the amendment will become effective at the start of Customer's next Subscription Term following the Proposed Amendment Date. Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This SLA may not be amended in any other way except through a written agreement by authorized representatives of each party.

Definitions.

"Service" means the online, Web-based service, including associated offline components, provided or managed by APTTUS under an order document.

Availability: APTTUS warrants the Service will generally be available 99% of the time, except as provided below. General availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right) * 100\right] \geq 99\%$$

Where:

total means the total number of minutes for the quarter

nonexcluded means downtime that is not *excluded*

excluded means the following:

- Any planned downtime. *(NOTE - APTTUS planned downtime for scheduled maintenance takes place between 12:00 am and 11:59 am PT Saturdays. If the Service is hosted on the salesforce.com platform, then APTTUS will use the same maintenance schedule as published and used by salesforce.com.)*
- Any period of unavailability lasting less than 5 minutes.
- Any unavailability caused by circumstances beyond APTTUS' reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving APTTUS employees), or delays involving hardware, software or power systems not within APTTUS possession or reasonable control, and network intrusions or denial of service attacks.

Unavailability for some specific features or functions within the Service, while others remain available, will not

constitute unavailability of the Service, so long as the unavailable features or functions are not, in the aggregate, material to the Service as a whole.

Penalties: Should APTTUS fail to meet 99% general availability of the Service for a calendar quarter, and this downtime significantly affected Customer's ability to use the Service, Customer may continue to use the Service but will receive credit for one half day of its APTTUS subscription, in that quarter, for each two hours of general Service unavailability below 99%. Any such credit shall be applied to Customer's next invoice. The penalties specified in this "Penalties" section shall be the sole remedies available to Customer for breach of this SLA.

Reporting and Claims: To file a claim under this SLA, Customer must send an email to sla@apttus.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 30 days after the end of the relevant quarter, except for periods at the end of a subscription agreement that do not coincide with a calendar quarter, in which case Customer must make any claim within 30 days after the end of its subscription agreement.

All claims will be verified against applicable system records. Should any periods of downtime submitted by Customer be disputed, APTTUS will provide to Customer a record of Service availability for the period in question. APTTUS will only provide records of system availability in response to good faith Customer claims.