

Service Level Agreements

The table below outlines each service level agreement (“SLA”) and the specific services that are covered by the corresponding SLA (“Covered Services”). Any capitalized term used but not defined below will have the meaning provided in the corresponding SLA.

SLA:	Covered Services:
oneapp APIs Service Level Agreement	Application programming interfaces branded as oneapp”.

1. Definitions. The following defined terms apply to this service level agreement for the SaaS APIs (as defined below) (“oneapp API SLA”).

“Actual Monthly API Availability Percentage” = $(A-B)/A * 100$, where:

- A = Total Monthly API Time (as defined below), and
- B = Unavailable Monthly API Time (as defined below).

“API Service Credit” means the credit that Customer is eligible to request pursuant to Section 3 (API Service Credits) of this oneapp API SLA if (a) the Actual Monthly API Availability Percentage is less than the applicable Monthly API Availability Percentage Threshold (as defined below) or (b) there is a failure to achieve a Successful Error Response and Remedy Rate (as defined below). An API Service Credit is calculated by multiplying the applicable API Service Credit percentage set forth in Section 3 (API Service Credits) of this oneapp API SLA by (i) the fees Customer actually incurs for the affected oneapp SaaS APIs or (ii) Customer’s email package fees for the affected SendGrid SaaS API, in either case, for the applicable calendar month.

“Level 1 Error” refers to a critical service level or CSL.

“Level 2 Error” refers to any failure of the System materially to conform to its Documentation that is not a Level 1 or Level 3 Error.

“Level 3 Error” refers to any minor failure.

“Remedy” refers to a solution that returns the System to material compliance with the Documentation at issue.

“Response” refers to an e-mail, telephone, or in-person acknowledgment of a support ticket.

“Monthly API Availability Percentage Threshold” means the applicable percentage set forth in the following table under the heading labeled “Monthly API Availability Percentage Threshold.”

Application Programming Interface(s)	Monthly API Availability Percentage Threshold
SaaS APIs (as defined below)	99.99%
oneapp SaaS APIs (as defined below) during the calendar months in which Customer has purchased their subscription.	99.99%
Other API (as defined below) during the calendar months in which Customer has purchased their subscription.	99.99%

“SaaS APIs” means, collectively, the oneapp SaaS APIs and other API (as defined below).

“Successful Error Response and Remedy Rate” means, in the applicable calendar month, oneapp will address an error within the timeframes set forth in the following table under the heading labeled “Successful API Support Response Time” and “Successful API Support Remedy Time”

Severity Level	Successful API Support Response Time	Successful API Support Remedy Time
Level 1 Error	within 30 minutes	within 24 hours
Level 2 Error	within 60 minutes	within 40 business hours
Level 3 Error	within 7 days	within 14 business days

“Total Monthly API Time” means the total number of minutes in the applicable calendar month.

“oneapp SaaS APIs” means the application programming interfaces branded as “oneapp”.

“Unavailable Monthly API Time” means the number of minutes in the applicable calendar month during which the oneapp SaaS APIs are unavailable for use. Unavailable Monthly API Time does not include Excluded Monthly API Times (as defined below).

2. Status Notifications. Customer may subscribe to email notifications for status updates for the oneapp SaaS API. Customer has the right, exercisable no more than once (1) per calendar month during the time period in which Customer has purchased a subscription to the SaaS APIs, to request a report from oneapp indicating the Successful Error Response and Remedy Rate applicable to Customer during the previous thirty (30) days.

3. API Service Credits

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Application Programming Interface(s)	Actual Monthly API Availability Percentage	API Service Credit
SaaS APIs	Less than 99.95%	10%
OneApp SaaS APIs during the calendar months in which Customer has purchased the ... [names of API subscription]	Less than 99.99%	10%
oneapp SaaS APIs during the calendar months in which Customer has purchased the ... [names of API subscription]	Less than 99.99%	10%

Furthermore, if oneapp fails to achieve a Successful Error Response and Remedy Rate during the calendar months in which Customer has purchased a subscription to the SaaS APIs, Customer will be eligible to request an API SaaS Credit equal to ten percent (10%).

To receive an API Service Credit, Customer must submit a request to Customer Support via support@withoneapp.com for the oneapp SaaS APIs within thirty (30) days from the last day of the calendar month in which Customer claims oneapp failed to meet the applicable Monthly API Availability Percentage Threshold or achieve a Successful Error Response and Remedy Rate. All submissions must include the following: (a) "SLA Claim" as the subject of the support ticket; (b) the dates and times of (i) Unavailable Monthly API Time, or (ii) the failure to achieve a Successful Error Response and Remedy Rate; and (c) any documentation of the Unavailable Monthly API Time or failure to achieve a Successful Error Response and Remedy Rate. Any API Service Credit will be applied to future amounts payable by Customer to oneapp for the SaaS APIs. The API Service Credits are not available in the form of refunds.

4. Exclusions. Notwithstanding anything to the contrary in this oneapp API SLA, no Unavailable Monthly API Time will be deemed to have occurred if it (a) is caused by factors outside of oneapp's reasonable control, including, without limitation, telecommunications provider-related problems or issues, Internet access or related problems occurring beyond the point in the network where oneapp maintains access and control over the SaaS APIs; (b) results from any action or inaction of Customer or any third party (except for 's agents and subcontractors); (c) results from Customer's equipment, products and services, software, applications, or other technology, add-on services, or third-party equipment, software, or other technology (except for equipment within oneapp's direct control); (d) occurs during oneapp's scheduled maintenance for which oneapp will provide at least twenty-four (24) hours prior notice; (e) occurs during oneapp's emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the SaaS APIs), regardless of the notice provided by oneapp; (f) results from any SaaS APIs that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar SaaS APIs offered by oneapp; or (g) is less than five (5) minutes of continuous unavailability in duration (collectively, "Excluded Monthly API Times"). This oneapp API SLA does not apply to (x) any products and services, or versions thereof, that are no

longer available or supported

5. Entire oneapp API SLA Liability. The API Service Credits are oneapp's sole and entire liability to Customer, and Customer's sole and exclusive remedy, for 's failure to meet any Monthly API Availability Percentage Threshold or achieve any Successful Error Response and Remedy Rate.

6. Updates. oneapp may update this oneapp API SLA from time to time. The then-current version of this oneapp API SLA is available at <https://legal.withoneapp.com>