

oneapp APIs Service Level Agreement

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).

“Level 1 Error” refers to an error that causes total or substantial SaaS API failure, which means that the SaaS API is down and Merchant is unable to access the SaaS API in any way within Merchant’s production environment.

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

“Level 3 Error” refers to an error causing (i) loss of non-essential SaaS API functionality that can be circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface.

“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) during the calendar months in which Merchant has purchased the SaaS subscription.	99.99%

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

“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:	API Support Response Time:	API Support Remedy Time:
Level 1 Error	within 8 hours	within 24 hours
Level 2 Error	within 12 hours	within 48 business hours
Level 3 Error	within 72 hours	within 5 business days

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

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

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, 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 Merchant or any third party (except for oneapp’s agents and subcontractors); (c) results from Merchant’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. Special Termination Right. In the event of a confirmed failure to meet the Target Availability in two (2) consecutive months or in any three (3) of six (6) consecutive months, Merchant (a) may terminate, upon written notice to Twilio, the portion of the applicable order for the SaaS impacted by such confirmed failure to meet the Monthly API Availability Percentage Threshold and (b) will, within thirty (30) days of the termination effective date of the order, receive a refund, if applicable, of any pre-paid fees for use of the impacted Segment Services purchased under the order after such termination effective date (collectively, “Special Termination Right”). Merchant must exercise the Special Termination Right within thirty (30) days of reasonably becoming aware of the SaaS API to achieve the Monthly API Availability Percentage Threshold or such right will be deemed waived. The Special Termination Right is Merchant’s sole and exclusive remedy, and Twilio’s sole and exclusive liability, for any failure of the SaaS API to achieve the Monthly API Availability Percentage Threshold.

6. Updates. oneapp may update this oneapp API SLA from time to time.