

DaaS Service Level Availability Commitment

Last Updated: February 4, 2020

This DaaS Service Level Availability Commitment (“Availability Commitment”) is a supplement to, and is governed by and subject to, the Workspot Desktop as a Service (DaaS) Subscription Agreement (“Agreement”). Capitalized terms in this Availability Commitment will have the meanings ascribed in the Agreement unless otherwise defined in this Availability Commitment.

1. Availability Commitment

Workspot will endeavor to meet the “Monthly Uptime Percentage” (as defined below) for the availability of the Workspot Hosted Virtual Desktop Service to subscribing End Users of at least 99.9% during any calendar month during the Subscription Term (the “Service Commitment”). For purposes of this Availability Commitment:

- The **Monthly Uptime Percentage** is calculated by subtracting the **Monthly Downtime Percentage** from **100%**.
- The **Monthly Downtime Percentage** is calculated by dividing the number of minutes that the Workspot Hosted Virtual Desktop Service is “Unavailable” during the calendar month by the total number of minutes in the month, and converting that fraction to a percentage.
- The Workspot Hosted Virtual Desktop Service is **Unavailable** if it cannot be reached or is not accessible to End Users, excluding unavailability attributable to “Availability Exclusions” described in Section 4 below.

2. Service Credit

If Workspot fails to meet the Monthly Uptime Percentage in a given calendar month during the Subscription Term for the Workspot DaaS Services and Company provides written notice to Workspot of such failure, Company will be eligible to receive a Service Credit with respect to such monthly period per the terms and procedures set forth below.

The Service Credit for the measurement month is calculated as follows (Annual Subscription Fee / 12) * Service Credit Percentage, where the Service Credit Percentage is determined as follows:

If the Monthly Uptime Percentage is:	The Service Credit Percentage is:
Equal to or greater than 95% but less than 99.9%	10%
Less than 95%	25%

Workspot will apply any Service Credits against Fees invoiced by Workspot to Company during the remainder of the then-current Subscription Term. If the Service Credit cannot be fully offset against amounts owed to Workspot on such invoices, then the Service Credit will be applied against the Fee for the next renewal of the Subscription Term for the Workspot DaaS Services. If Company does not renew the Workspot DaaS Services for another Subscription Term, Workspot will then provide an equivalent cash payment to Company for the remaining Service Credits (net of any amounts due to Workspot) within forty-five (45) days after expiration of the then-current Subscription Term. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Except for the right of termination provided in Section 5 of this Availability Commitment, the Service Credits constitute Company’s sole and exclusive remedy for any unavailability of the Workspot DaaS Services or failure by Workspot to meet the Service Commitment.

3. Requesting and Receiving the Service Credit

To request a Service Credit, Company must submit a written request for Service Credit to servicecredit@workspot.com, identifying the month(s) and providing the supporting information indicated below with regard to the claimed Unavailability. To be eligible, the Service Credit request must be received by Workspot within ninety (90) days after the occurrence of the claimed Unavailability and must include:

- The words “SLA Credit Request” in the subject line;
- Company’s logs that indicate the dates and times of each incident of Unavailability to document the errors and corroborate the claimed downtime (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage applicable to the month with regard to such request is confirmed by Workspot and is less than the applicable Service Commitment, then Workspot will issue the Service Credit to Company within one billing cycle following the month in which

Company's request is confirmed by Workspot. Company will not qualify for a Service Credit if it fails to issue the request and provide the required supporting information as required above.

4. Availability Exclusions

The Service Commitment and the calculation of Unavailability shall not apply to (therefore no Service Credits will be issued as a result of) any unavailability, suspension, downtime or termination of the Workspot Hosted Virtual Desktop Service or any performance issues with respect to Workspot DaaS Services, attributable to: (i) scheduled or critical systems maintenance activities (whether by Workspot or its IaaS provider); (ii) suspension, termination or expiration of a Subscription Term or the Agreement or Company's right to use Workspot DaaS Services under the Agreement; (iii) activation of the Workspot DaaS Disaster Recovery Services; (iv) factors beyond Workspot's reasonable control, including any force majeure event (as provided in the Agreement) or other Internet access or related problems beyond the demarcation point of Workspot DaaS Services; (v) any actions or inactions of Company, its Affiliates or End Users, including a failure to comply with, or perform their respective obligations in accordance with, the Agreement, Microsoft Customer Agreement or End User Terms (including, by way of example, any failure to use the Online Product Services in accordance with the applicable Documentation); (vi) External Software or other Company equipment, software or other technology; or (vii) third party services equipment, software or other technology (other than third party services, equipment, software or technology within Workspot's direct control); or (viii) the Inactive status of a Workspot Hosted Virtual Desktop (collectively, the "Availability Exclusions").

5. Right of Termination

If the average Monthly Uptime Percentage over two or more consecutive calendar months is less than 99.5%, as confirmed by Workspot in response to Company's request for Service Credits per the foregoing procedure and based upon the foregoing determination of Unavailability (including after taking into account any Availability Exclusions), then Company shall have the right to terminate the then-current Subscription Term for the Workspot DaaS Services and receive a reimbursement of any pre-paid Fees for the unexpired portion of the Subscription Term, and the Agreement shall terminate upon termination of such Subscription Term.