

# Availability Service Level for Cloud Solution Production Environment

This Schedule describes the Availability Service Level for the Cloud Solution Production Environment provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Schedule:

## 1 CLOUD SOLUTION PRODUCTION AVAILABILITY SERVICE LEVEL

Sovos shall make reasonable efforts to provide Customer with Cloud Solution production Service Availability of **99.8%** as measured on a quarterly basis. Service Availability is calculated as a percentage by dividing the number of minutes the Cloud Solution is available during the applicable quarter divided by the number of total minutes in the applicable quarter, excluding in all cases the aggregate number of minutes of Scheduled Maintenance, Customer Error Incidents, Emergency Maintenance, and Force Majeure. Service Availability commences on the Go-live date.

**2 REPORTING.** Sovos shall provide Customer with a report identifying the Service Availability for each quarter upon the request of Customer.

## 3 CLOUD SOLUTION PRODUCTION ENVIRONMENT AVAILABILITY REMEDY

**REMEDY.** In the event Sovos fails to achieve the above service level in any quarter, Customer will be eligible for a thirty (30) day extension to the term of the Agreement at no cost to Customer. Sovos shall provide Customer with a thirty (30) day extension provided Sovos receives Customer's request within 30 days from the end of the quarter in which Sovos failed to achieve the Service Availability service level set forth above. The maximum Agreement extension for any twelve (12) month Subscription Period shall be three (3) months and is Customer's sole and exclusive remedy for Sovos' failure to achieve the Service Availability service level. The extension of the Agreement shall occur at the end of the then-current Term of the Agreement. Any renewal of the Term shall commence after the applicable Agreement extension has been applied to the then-current term.

## 4 DEFINITIONS.

"Customer Error Incident" is defined as any Cloud Solution unavailability related to Customer's applications, Customer Data, or Customer's equipment, or the acts or omissions of any user of the Cloud Solution.

"Go-live" means the date on which a Customer first uses the Cloud Solution to process data in the ordinary course of its business.

"Emergency Maintenance" means downtime of the Cloud Solution due to the application of urgent patches or fixes, or other urgent maintenance, recommended by Sovos' vendors, that is performed outside of Scheduled Maintenance.

"Scheduled Maintenance" is defined as any maintenance performed during Sovos' then-current standard maintenance windows and any other maintenance of which Customer is given at least twenty-four (24) hours advance notice. Sovos may perform maintenance on some or all of the Cloud Solution in order to upgrade hardware or software that operates or supports the Cloud Solution, implement security measures, or address any other issues it deems appropriate for the continued operation of the Cloud Solution.

"Service Availability" is defined as the time that the Cloud Solution production environment is capable of receiving, processing, and responding to requests, excluding (a) Scheduled Maintenance; (b) Customer Error Incidents; (c) Emergency Maintenance; (d) force majeure events; and (e) Internet service failures or delays.

Except as defined herein or otherwise required by the context herein, all defined terms used in this Schedule have the meaning set forth in the Governing Agreement.

**5 CHANGES.** Sovos may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will degrade the services applicable to this Schedule without prior written notice to Customer. When Sovos makes changes hereto which do not degrade the services applicable to this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by updating the Schedule located at <https://sovos.com/customer-legal-data-sheets/> or by sending Customer an email.

**6 TERMS AND CONDITIONS.** This Schedule is governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of products and services (the "Governing Agreement"). This document constitutes a Data Sheet as defined in the Governing Agreement.