

# SLA - Pre 08-26-2022

## Elite Plans Service Level Agreement

For SLA terms applicable prior to 05-22-2018, go to: <https://legal.pantheon.io/sla-pre 05-22-2018>

This Service Level Agreement (this "SLA") is entered by and between Pantheon Systems, Inc. ("Pantheon") and the entity ("Subscriber") that executes that certain order form ("Order Form") with Pantheon which references this SLA. This SLA applies to Pantheon Elite subscription-based website hosting plans ("Subscription Plan") under the Order Form. This SLA does not apply to Software Tools or Support or other services that may be provided by Pantheon. The term of this SLA shall commence on the effective date of the Order Form and continue until the expiration or termination of the Order Form and any renewals.

### 1. Availability

Subject to the terms of this SLA, Pantheon guarantees a 99.99% monthly average of Availability of any Elite Subscription Plan. In a given month, "Availability" is calculated as follows: a percentage calculated by dividing the total time during which any individual Elite Subscription Plan is available for Subscriber to use by the total time in a given month, less the time of the Exclusions listed in Section 2(e) below.

$$\text{Availability} = \frac{\text{Total time any individual Elite Subscription Plan is available}}{\text{Total time in a given month less the time of the Exclusions}} * 100\%$$

### 2. Penalty for Non-Compliance

**(a) Service Credit.** If Availability falls below the guaranteed level for any Elite Subscription Plan, as Subscriber's sole remedy for such failure, Pantheon will credit to Subscriber a portion of the monthly fees charged for the month (annual fees will be prorated) during which such failure occurred according to the following schedule:

Availability 99.90% - 99.95%*:	3% of monthly fee credited
Availability 99.85% - 99.89%:	6% of monthly fee credited
Availability 99.80% - 99.84%:	9% of monthly fee credited
Availability 99.75% - 99.79%:	12% of monthly fee credited
Availability 99.70% - 99.74%:	15% of monthly fee credited
Availability below 99.70%:	50% of monthly fee credited

*\* Availability is 99.99% for Elite Subscription Plans with active Multizone Failover functionality.*

**(b) Request for Credit.** To receive the credit, Subscriber must specifically request the credit within the first 15 days of the month following the month for which the credit is requested. Subscriber must provide all dates and times of Elite Subscription Plan unavailability along with Subscriber's account username. Pantheon will compare information provided by Subscriber to Pantheon's availability monitoring data. A credit will be issued if the Availability warranting the credit is confirmed. The parties agree to work together in good faith to resolve any dispute arising from this SLA.

**(c) Maximum Total Penalty.** The total credit to Subscriber for any Elite Subscription Plan shall not exceed 100% of the monthly fees charged for that Elite Subscription Plan during the month for which the credit is issued (annual fees will be prorated). These credits are Subscriber's sole remedy, are based on our monitoring, may not exceed the total amount of recurring fees Subscriber has paid us for the month in which we failed to meet the Availability indicated above, and are forfeited if not claimed following the procedure outlined in (b) above. No credits will be paid in cash.

**(d) Limitations.** Credits will not be issued if the Subscriber account is past due, suspended, or pending suspension. Credits are exclusive of any applicable taxes charged to Subscriber. False claims requests are a material violation of the Order Form and may result in termination of the Order Form.

**(e) Exclusions.** Subscriber shall not receive any credits in connection with any failure or deficiency of Elite Subscription Plan Availability to the extent caused by: (i) an event outside the reasonable control of Pantheon or a force majeure event; (ii) emergency maintenance updates, including but not limited to maintenance required to protect the integrity, availability, or security of any online systems; (iii) any causes attributable to Subscriber or its contractors or vendors, (iv) software or hardware not provided or controlled by Pantheon; (v) outages elsewhere on the internet, including but not limited to interruptions at any Subscriber or third-party data center or ISP; (vi) outages lasting less than 2 minutes, (vii) denial of service attacks, malware or similar causes, (viii) scheduled maintenance where Subscriber received a minimum of 48 hours advance notice, provided these will not exceed 4 hours in any 2 week period, or (ix) any failure or deficiency that affects less than the full Subscription Plan feature set.