

Enterprise Cloud Service Credit Commitment

The Cloud Services being provided on an “Enterprise” basis (“Enterprise Cloud Services”) will be made available to Customer in accordance with the terms of the governing Cloud Services Agreement (the “Agreement”), the applicable Order Form and this Enterprise Cloud Service Credit Commitment (the “Service Credit Commitment”). Service Availability for the Enterprise Cloud Services will be as designated in the applicable Order Form. The terms of the Service Credit Commitment may be amended from time to time by Supplier, however, the terms of the Service Credit Commitment in effect on the Effective Date, or any subsequent renewal date, of an Order Form shall continue to govern Supplier’s provision of Enterprise Cloud Services. This Service Credit Commitment will apply to any generally available new features or enhancements added to the Enterprise Cloud Services during the Cloud Services Term. Capitalized terms used in this Service Credit Commitment but not otherwise defined herein will have the meanings given to them in the Agreement and applicable Order Form.

Service Availability Measurement and Credits:

Subject to the exceptions set forth below, Supplier will use commercially reasonable efforts to make the instances of the Enterprise Cloud Services accessible to Customer in accordance with the applicable Service Availability. If a production instance of an Enterprise Cloud Services is available for less than the applicable Service Availability set out in an Order Form during any full calendar month during the Cloud Services Term Customer will be eligible for a service credit for that particular Enterprise Cloud Service in accordance with the formula below (a “Service Credit”).

99.90 SLA Target

Monthly Availability	Percentage of the pro-rata monthly Cloud Service Fee for the covered Enterprise Cloud Service
99.50% to < 99.90%	10%
99.50% to < 99.00%	15%
< 99.00%	25%

99.50 SLA Target

Monthly Availability	Percentage of the pro-rata monthly Cloud Service Fee for the covered Enterprise Cloud Service
99.00% to < 99.50%	10%
98.00% to < 99.00%	15%
< 98.00%	25%

Credit Request:

Customer must submit all requests for Service Credits by filing a request (each, a “Service Credit Request”) <https://empower.softwareag.com> and include all information necessary to evaluate the Service Credit request, including:

- (a) the date, time and duration of the incident giving rise to the Service Credit request (the “Incident”);
- (b) a detailed description of the Incident, including any measures taken by Customer to resolve the issue;
- (c) the number and location(s) of Customer users affected by the incident (if applicable); and
- (d) any additional information reasonably requested by Supplier necessary to validate the Incident.

Supplier must receive the Service Credit Request within fourteen (14) days from the occurrence of the Incident. Supplier will evaluate the Service Credit Request as soon as all information necessary to review the Service Credit Request is received. Supplier will use commercially reasonable efforts to process complete Service Credit Requests during the subsequent calendar month and within thirty (30) days of receipt. If the Incident is confirmed by Supplier and gives rise to a Service Credit, Supplier shall provide Customer with a refund within thirty (30) days of Suppliers determination.

The total amount credited to customer in a particular year under this SLA shall not exceed 5% of the annual fee (exclusive of any taxes) paid by the Customer for the affected services.

Requirements and Exceptions:

Customer must be current on any payment obligations owed to Supplier and in compliance with the terms of the Agreement and the Order Form in order to be eligible to receive Service Credits.

The Service Availability commitments do not apply to any performance or availability issues:

- (a) Due to acts or conditions outside of Supplier’s reasonable control, including, but not limited to, a Force Majeure event as defined in the Cloud Services Agreement;

- (b) Initiated by Supplier to protect the Cloud Services or Customer Data from unauthorized access or loss;
- (c) Caused by Customer's use of services, hardware, or software not provided by Supplier which affect the availability of the Cloud Service; or
- (d) Caused by your use of Cloud Services other than expressly authorized by, and in accordance with, the terms of the Agreement and the Order Form or Customer's use of the Cloud Services after we advised you to modify your use of the Service, if you did not modify your use as advised.

Exclusive Remedy:

Except as expressly set out in the Agreement, Customer acknowledges and agrees that Supplier's sole obligation and Customer's exclusive remedy for Supplier's failure to meet the Service Availability requirements are set forth in this Service Credit Commitment.