



HR Blizz Service Level Agreement

This Service Level Agreement (“SLA”) is a policy governing the use of HR Blizz under the Standard Terms and Conditions for HR Blizz (the “HR Blizz User Agreement”) between Mercans General Trading LLC, its affiliates (“Mercans”, “us” or “we”) and users of HR Blizz (“you”). This SLA applies separately to each account using HR Blizz. We reserve the right to change the terms of this SLA in accordance with the HR Blizz User Agreement.

Service Commitment

Mercans will use commercially reasonable efforts to make HR Blizz service instances available with a Monthly Uptime Percentage (defined below) of at least 99.5% during any month of the year (the “Service Commitment”). In the event Mercans does not meet the Monthly Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

Definitions

“Monthly Uptime Percentage” for a given service instance is calculated by subtracting from 100% the percentage of 1 minute periods during the month in which the service instance was “Unavailable”, based on the total time in the month. Your service instance is assumed to be 100% available for the any portion of the month in which your subscription is not yet activated. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Mercans SLA Exclusion (defined below).

“Service Instance” means an HR Blizz service instance.

“Unavailable” means that all connection requests to the running service instance fail during a 1 minute period.

A **“Service Credit”** is a dollar credit, calculated as set forth below, that we may credit to an eligible account.

Service Credits

Service Credits are calculated as a percentage of the value of the service for the month, based on current list price, in which HR Blizz did not meet the Monthly Uptime Percentage commitment.

Monthly Uptime Percentage	Service Credit Percentage (per month)
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

Service Credits will not entitle you to any refund or other payment you may owe to Mercans. A Service Credit will be applicable and issued only if the credit amount is greater than one dollar (\$1 USD).

Credit Request and Payment Procedures

To receive a Service Credit, you will need to submit a claim by sending an email to sla@mercans.com. To be eligible, the credit request must be received by us within 30 days of the occurrence of the incident and must include:

- The words “SLA Credit Request” in the subject line
- The dates and times of each Unavailability incident you are claiming
- The HR Blizz URL of the affected service instances
- Your request logs or screen shots that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within 90 days of approval. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

HR Blizz SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of HR Blizz, or any other HR Blizz performance issues:

- That result from a suspension described in Section 12 of the HR Blizz User Agreement
- Caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Mercans and its providers
- That result from any voluntary actions or inactions from you or any third party (e.g., snapshot restores, customization publishing, not scaling storage when the storage is close to full, misconfiguring security groups, VPC configurations or credential settings, etc.)
- That result from you violating the HR Blizz User Agreement or other relevant HR Blizz user policies and guidelines
- That result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or
- That result from any regularly scheduled maintenance as provided for pursuant to the HR Blizz User Agreement; or
- Arising from our suspension and termination of your right to use HR Blizz in accordance with the HR Blizz User Agreement (collectively, the “HR Blizz SLA Exclusions”).

If availability is impacted by factors other than those explicitly used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.