



SABA CLOUD

SERVICE LEVEL AGREEMENT

1. Definitions

- a. "Available" or "Availability" shall mean that the Subscription Services are responsive and available for use at the URL specified by Saba. Availability is measured 24x7, on a calendar monthly basis. Unavailability does not mean an inability to connect to the Subscription Services due to (i) a failure between Customer's computer(s) and the Internet; (ii) factors outside of Saba's reasonable control; (iii) any action or inaction of Customer or a User; or (iv) scheduled maintenance periods and necessary but unscheduled maintenance of which Customer has reasonable notice.
- b. "Availability Assurance" means (a) 99.9% for all Subscription Services designated as Saba Cloud by Saba (generally identified by SKUs starting CLD-SPC) ("Saba Cloud" or "Saba Cloud Subscription Services"); and (b) 99.5% for all other Subscription Services.
- c. "Severity 1" shall mean that the Subscription Services are not Available (i.e. a "system down" support issue).
- d. "Severity 2" shall mean that an entire application module (as defined in the standard end user documentation for the Subscription Services) of the Subscription Services is not Available.
- e. "Report" shall mean submitting Customer's issue via the electronic interface to Saba's support tracking system, or in a telephonic conversation with a Saba support representative during a time period when support is available to Customer, based on the edition of the Subscription Services that Customer has purchased
- f. "Resolve" or "Resolution" shall mean that Saba has tested the affected module(s), and has notified Customer electronically or telephonically that the module is accessible and usable.
- g. "Respond" or "Response" shall mean an electronic or telephonic notification to Customer, confirming that Saba has logged Customer's issue in Saba's support tracking system.
- h. "Service Credit" shall mean a credit calculated in accordance with Section 3 below. A Service Credit shall be issued by discounting Customer's next payment for the Subscription Services by the amount of the Service Credit.

2. Service Level Agreement. Saba warrants that the Subscription Services will perform in accordance with and subject to this Service Level Agreement, which states Customer's sole and exclusive remedy for any breach of such warranty:

2.1 Availability SLA. Saba's target is 100% Availability of the Subscription Services. If Customer experiences a Severity 1 issue or issues resulting in less than the applicable Availability Assurance, Customer is eligible for a Service Credit as set forth in Section 3.1 below.

2.2 Response and Resolution SLA. For a Severity 1 issue for Saba Cloud Subscription Services, Saba commits to Respond to the issue within thirty (30) minutes and to Resolve the issue within forty-three (43) minutes after receiving a Customer Report; and for a Severity 1 issue for any other Subscription Services, Saba commits to Respond to the issue within one (1) hour and to Resolve the issue within twelve (12) hours after receiving a Customer Report. If Saba does not Respond to and/or Resolve a Severity 1 issue within the applicable defined time interval, Customer's remedy is set forth in Section 3.1 below. For a Severity 2 issue for any Subscription Services, Saba commits to Respond to the issue within one (1) hour and to Resolve the issue within twelve (12) hours after receiving a Customer Report. If Saba does not Respond to and/or Resolve a Severity 2 issue within the applicable defined time interval, Customer's remedy is set forth in Section 3.2 below.

3. Service Credits.

3.1 *Severity 1 / Unavailability.* In the event Customer experiences less than the applicable Availability Assurance in one calendar month, Customer may request a Service Credit from Saba. The amount of the Service Credit shall be calculated by multiplying Customer's pro-rated monthly Subscription Services fees for said Subscription Services for the calendar month in which the Service Credit was incurred, by the percentage shown in the table below that corresponds to the actual Availability of said Subscription Services during that month.

Availability Percentage	Percentage Credit
99% or over, but below the applicable Availability Assurance	25%
95% or over but below 99%	50%
Below 95%	100%

3.2 *Severity 2.* In the event that Customer Reports a Severity 2 issue, and Saba does not (i) Respond within the defined Response time, or (ii) Resolve the issue within the defined Resolution time, Customer may request a Service Credit from Saba. The Service Credit shall be calculated by multiplying Customer's pro-rated monthly Subscription Services fees for the affected Subscription



Services for the calendar month in which the Service Credit was incurred by three percent (3%). Customer may request an additional 3% Service Credit for each additional, consecutive 24-hour period during which Saba does not either Respond to Customer or Resolve the issue.

3.3 This Service Level Agreement applies only to Customer's production environment of the Subscription Services, and not to any development, staging, testing, QA or other non-production environment. Response and Resolution shall be measured from the time stamp recorded in Saba's support tracking system at the time that the issue is submitted electronically by Customer (or, if Customer contacts Saba telephonically, the time at which Saba creates the case describing the issue in the system). Response and Resolution times are calculated only during time periods when support is available to Customer, based on the edition of the Subscription Services that Customer has purchased. Time periods during which Saba is awaiting a response or information requested from Customer shall not be counted in Resolution time calculations. Customer may specify the Severity associated with an issue when Customer Reports the issue, but Saba may change the Severity after investigation of the issue. This Service Level Agreement applies to the Subscription Services and all published Saba APIs, but not to any customization, developed applications or extensions.

3.4 Customer Must Request Service Credit. If Customer believes Customer is eligible for a Service Credit for any given calendar month, or has a right to terminate as described in Section 3.6 below, Customer must notify Saba in writing within five (5) business days from the end of such month in order to receive a Service Credit or exercise Customer's right of termination.

3.5 Maximum Service Credit. Customer's aggregate Service Credits in any single calendar month may not exceed Customer's pro-rated monthly Subscription Services fees for the calendar month in which the Service Credit(s) were incurred.

3.6 Termination Option for Chronic Problems. If, in each of three (3) consecutive months, Customer experiences less than the applicable Availability Assurance, and/or Customer accrues Service Credits for Severity 2 issues totaling twenty-five percent (25%) or more of Customer's pro-rated monthly Subscription Service fees for each of such three (3) months ("Chronic Problems"), this Agreement may be terminated without penalty. Such termination will be effective thirty (30) days after Saba's receipt of written notice of such termination. Upon such termination, Saba will refund any subscription fees pre-paid by Customer, pro-rated for the remainder of Customer's Subscription Term after the effective date of such termination.