

MadCap Software Service Level Agreement (SLA)

Updated: September 20, 2021

1. Service Level Commitment.

During the Subscription Term for which MadCap Software, Inc. has agreed to provide MadCap Cloud Services to you, we will use commercially reasonable efforts to provide a Monthly Uptime Percentage to you of at least 99.9% ("Service Level Commitment").

2. Service Credits.

(a) If we fall short of our 99.9% Service Level Commitment we will apply a Service Credit to your account for future use. In order to receive Service Credit, a request for service credit must be submitted to customerservice@madcapsoftware.com with all necessary details within fifteen (15) days after the end of such calendar month in which you believe Service Level Commitment was not met. We may ask you to provide any other reasonably requested information or documentation to support finding. Once MadCap Software confirms there was a failure to meet a Service Level Commitment, you will be entitled to a credit based on 1/12 of annual fees (one month) invoiced for the affected Cloud Product you have provisioned ("Service Credit"). Our monitoring and logging infrastructure is the source of truth for determining Monthly Uptime Percentage, any errors and whether we have met the Service Level Commitment. All calendar months will be measured in the UTC time zone.

(b) The Service Credit will be calculated as follows:

Monthly Uptime Percentage

Service Credit (% of monthly fees for affected Cloud Product)

Less than 99.9% but greater than or equal to 99.0%

10%

Less than 99.0% but greater than or equal to 95.0%

25%

Less than 95.0%

50%

We will apply each Service Credit against a future payment otherwise due from you for the affected Cloud Product, provided that your account is fully paid up, without any outstanding payment issues or disputes. No refunds or cash value will be given for unused Service Credits. Service Credits may not be transferred or applied to any other account or product. The aggregate maximum Service Credits applied to an invoice will not exceed 100% of the amount invoiced for the affected Cloud Product in that invoice billing period. We reserve the right to deny a Service Credit if you do not qualify for one.

3. Exclusions.

You will not be entitled to a Service Credit if you are in breach of the terms outlined in this agreement or those outlined in [Terms and Conditions for Online Services](#). The Service Level Commitment will not include unavailability due to: (a) your use of the Cloud Products in a manner

not authorized in the Terms and Conditions or not in accordance with the applicable Documentation; (b) force majeure events or other factors outside of our reasonable control, including, without limitation, Internet access or related problems; (c) your equipment, software, network connections or other infrastructure; (d) your data or your materials; (e) third-party equipment, apps, add-ons, software or technology (other than our agents and subcontractors); or (f) routine Scheduled Maintenance or reasonable emergency maintenance as set forth below. No Service Level Commitment or Service Credits are provided for (i) free, proof-of-concept, beta or trial services, or (ii) features (if any) excluded from the Service Level Commitment (in the applicable Documentation).

4. Scheduled Maintenance.

Sometimes we need to perform maintenance to keep our Cloud Product working smoothly. If downtime is necessary, due to scheduled Maintenance, we will provide you with at least 24 hours advance notice. In a year, scheduled downtime won't exceed 10 hours.

5. Exclusive Remedies.

Service Credits are your sole and exclusive remedy, and our sole and exclusive liability, for our failure to meet the Service Level Commitment.

6. Product Maintenance and Subscriptions.

If you have a valid and active Maintenance Plan and/or Subscription for a Cloud or Desktop Product, MadCap Software agrees to provide you (i) unlimited email and telephone access to Technical Support and (ii) any and all Product Upgrades and Updates at no additional cost, for the duration of your Maintenance Plan or Subscription.

6.1. Technical Support.

Having an active Maintenance Plan or Subscription entitles you to contact technical support via email or telephone, any number of times during your Maintenance Plan and Subscription period, by following the guidelines as outlined on our [Contact Options for Technical Support page](#). MadCap Software will make its best effort to answer your email inquiries within 48 business hours from submission (excluding weekends). MadCap Software will not provide technical support for product versions of the software that are more than two versions (i.e. major releases) older than the most current release. MadCap Software does not guarantee resolution for all reported issues and/or bugs and only attempts to provide patches to the most recent release. However we will make every effort to provide reasonable workarounds (if available) and report all feature requests and software related bugs to our internal Product Management and/or Development team accordingly. In order to access Technical Support you are required to own and provide a valid Maintenance Plan or Subscription Key that was provided at time of purchase. You acknowledge that your Maintenance Plan or Subscription Key is unique to (i) the particular Product License you purchased and (ii) the registered User of the Product for which it was procured. Unless you have purchased a multi-user or floating license, you may not share your Maintenance Plan or Subscription Key with any other person, including those within your organization. MadCap Software has the right to deny service to any customer with an expired Maintenance Plan or Subscription as well as a non-registered owner of such license. Upon expiration and/or non-renewal of your Maintenance Plan or Subscription, you acknowledge that MadCap Software will no longer have any obligations as it relates to providing you with Technical Support services.

6.2. Product Upgrades and Updates.

If you have a valid and active Maintenance Plan or Subscription for a Cloud or Desktop Product, you are entitled to receive free of charge any and all product upgrades and updates that are made publicly available for that product during the period of your Maintenance Plan or Subscription. MadCap Software will take all commercially reasonable efforts to inform you via email and/or from within the product application within 48 hours of making such upgrades or updates publicly available. Upon the expiration or non-renewal of your Maintenance Plan or Subscription, you acknowledge that MadCap Software will no longer have any obligations to inform or provide you with any Product Upgrades and Updates.

7. Changes to this Service Level and Product Maintenance Agreement.

As our business evolves, we may change our Service Level Agreement. Customers can review the most current version of the Service Level Agreement at any time by visiting [this page](#).