

MadCap Software Service Level Agreement (SLA)

Updated: May 11, 2026

This Service Level Agreement (SLA) outlines the standard service commitments, availability targets, and support response times applicable to our Software-as-a-Service (SaaS), on-premises, and enterprise product offerings. It is intended to provide transparency into the performance standards and support expectations our customers can rely on across our solutions.

1. Service Level Commitment

During the Subscription Term for which MadCap Software, Inc. ("MadCap Software," "we," "us," or "our") has agreed to provide Cloud Services to you ("Customer," "you," or "your"), we will use commercially reasonable efforts to make the applicable Cloud Product accessible twenty-four (24) hours a day, seven (7) days a week, with a Monthly Uptime Percentage of at least the applicable Uptime Target set forth below (the "Service Level Commitment").

Covered Products

Product	Services Standard Uptime
Flare Online	99.9%
IXIA CCMS	99.9%
MadCap Syndicate.AI	99.9%
Create	99.5%

The Service Level Commitment applies only to Customer's production instances and does not apply to test, development, or staging environments.

Measurement

"Monthly Uptime Percentage" is calculated on a calendar-month basis as: (total minutes in the month minus the number of minutes the applicable Cloud Product was unavailable to Customer) divided by the total minutes in the month, excluding any Excluded Downtime (defined in Section 4). All calendar months are measured in the UTC time zone. MadCap Software's monitoring and logging infrastructure shall be the authoritative source for determining Monthly Uptime Percentage.

2. Service Credits

If MadCap Software fails to meet the Service Level Commitment for a given Cloud Product in a calendar month, Customer shall be entitled to a credit against future payment obligations for the affected Cloud Product ("Service Credit"), calculated as follows:

The Services will have a guaranteed System Uptime as stated in the Covered Products table (above) over the course of each calendar quarter during the Term. This does not include

Scheduled Downtime. With respect to any such failure by MadCap to meet the Services Standards, for every 1.0% of Unscheduled Downtime that MadCap experiences, a credit of 5% of Customer's monthly fee will be credited to Customer's account, up to a maximum of 25% of Customer's monthly fees.

Service Credit Terms

(a) Monthly fees for the purpose of Service Credit calculation shall equal 1/12 of the annual fees invoiced for the affected Cloud Product.

(b) Service Credits will be applied against a future payment otherwise due from Customer for the affected Cloud Product, provided Customer's account is fully paid up with no outstanding payment issues or disputes.

(c) 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.

(d) The aggregate maximum Service Credits applied to an invoice shall not exceed 100% of the amount invoiced for the affected Cloud Product in the applicable billing period.

(e) MadCap Software reserves the right to deny a Service Credit if Customer does not qualify under the terms of this Agreement.

3. Service Credit Request Process

(a) To receive a Service Credit, Customer must submit a written request to customerservice@madcapsoftware.com with all necessary details within fifteen (15) days after the end of the calendar month in which Customer believes the Service Level Commitment was not met.

(b) Customer's request must include reasonable documentation supporting the claim, which may include (by way of example) timestamps, error logs, pings, trace routes, or third-party outage notifications.

(c) MadCap Software may request additional reasonably necessary information or documentation to verify the claim.

(d) MadCap Software will confirm or deny the Service Credit request within ten (10) business days of receiving a complete submission. Once confirmed, the Service Credit will be applied to Customer's next applicable invoice.

(e) Customer shall not offset any amounts or payments under this Agreement except for amounts credited pursuant to this Section.

4. Exclusions

Customer shall not be entitled to a Service Credit, and the Service Level Commitment shall not apply to unavailability caused by or resulting from:

- (a) Customer's use of the Cloud Products in a manner not authorized in the applicable Terms and Conditions or not in accordance with applicable Documentation;
- (b) Force majeure events or other factors outside of MadCap Software's reasonable control, including, without limitation, Internet access or related problems, or massive internet outages;
- (c) Customer's equipment, software, hardware, network connections, or other infrastructure;
- (d) Customer's data, materials, or content;
- (e) Third-party equipment, applications, add-ons, software, or technology (other than MadCap Software's agents and subcontractors);
- (f) Scheduled Maintenance as defined in Section 5;
- (g) Reasonable emergency maintenance;
- (h) Customer's breach of any provision of this Agreement or the applicable Terms and Conditions;
- (i) Incompatibility of Customer's equipment, hardware, or software with the Cloud Products;
- (j) Customer's failure to install a patch or version recommended by MadCap Software that does not alter the Cloud Product's core functions.

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.

5. Scheduled Maintenance

MadCap Software may perform routine maintenance to ensure the continued reliability and performance of the Cloud Products. If downtime is necessary due to Scheduled Maintenance, MadCap Software will provide Customer with at least twenty-four (24) hours advance notice. Total Scheduled Maintenance downtime shall not exceed ten (10) hours per calendar year per Cloud Product.

6. Product Maintenance and Subscriptions

If Customer has a valid and active Maintenance Plan and/or Subscription for a Cloud or Desktop Product, MadCap Software agrees to provide Customer with: (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 the Maintenance Plan or Subscription.

6.1 Technical Support

Having an active Maintenance Plan or Subscription entitles Customer to contact technical support via email or telephone, any number of times during the Maintenance Plan or

Subscription period, following the guidelines outlined on MadCap Software's Contact Options for Technical Support page.

MadCap Software will make its best effort to respond to email inquiries within forty-eight (48) business hours from submission (excluding weekends).

MadCap Software will not provide technical support for product versions more than two 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. MadCap Software will make every effort to provide reasonable workarounds (if available) and report all feature requests and software-related bugs to the internal Product Management and/or Development team accordingly.

Customer is required to own and provide a valid Maintenance Plan or Subscription Key provided at time of purchase. Customer acknowledges that the Maintenance Plan or Subscription Key is unique to (i) the particular Product License purchased and (ii) the registered User of the Product for which it was procured. Unless Customer has purchased a multi-user or floating license, Customer may not share the Maintenance Plan or Subscription Key with any other person, including those within Customer's organization.

MadCap Software reserves the right to deny service to any customer with an expired Maintenance Plan or Subscription or to a non-registered license owner. Upon expiration and/or non-renewal of the Maintenance Plan or Subscription, MadCap Software shall have no further obligations to provide Technical Support services.

6.2 Product Upgrades and Updates

If Customer has a valid and active Maintenance Plan or Subscription for a Cloud or Desktop Product, Customer is entitled to receive, free of charge, any and all product upgrades and updates made publicly available for that product during the Maintenance Plan or Subscription period.

MadCap Software will take all commercially reasonable efforts to inform Customer via email and/or from within the product application within forty-eight (48) hours of making upgrades or updates publicly available.

Upon expiration or non-renewal of the Maintenance Plan or Subscription, MadCap Software shall have no further obligation to inform or provide Customer with Product Upgrades and Updates.

7. Exclusive Remedies

Service Credits are Customer's sole and exclusive remedy, and MadCap Software's sole and exclusive liability, for any failure to meet the Service Level Commitment. MadCap Software shall not be liable for any lost revenues during Scheduled Maintenance or unscheduled downtime.

8. Changes to this Agreement

As MadCap Software's business evolves, this Service Level Agreement may be updated. Customers can review the most current version at any time by visiting the applicable page on MadCap Software's website.