

SaaS Passport Uptime Add-On

Version 1.0.0-pre.2

1. *Ensure Service Levels.*
 - (a) *Service-Level Agreement.* So long as Customer's use of the Service remains within the Use Limits, Provider agrees to host the Service with Uptime of no less than the **Uptime Commitment** listed on the Rider. If the Rider does not say, the Uptime Commitment is 99.9%.
 - (b) *Give Credits for Low Uptime.* Provider agrees to credit Customer's account on Notice and verification that Provider failed to provide service according to *Section 1(a) (Service-Level Agreement)* in the current Billing Period or any of the three prior Billing Periods, according to the Rider. If the Rider does not say, Provider agrees to credit Customer's account:
 - (i) 5% of Fees for any Billing Period with Uptime between zero and one percentage point less than the Uptime Commitment
 - (ii) 10% of Fees for any Billing Period with Uptime between one and two percentage points less than the Uptime Commitment
 - (iii) 25% of Fees for any Billing Period with Uptime at or below three percentage points less than the Uptime Commitment
 - (c) *Apply Credits.* Provider agrees to apply credits under *Section 1(b) (Give Credits for Low Uptime)* against Customer's obligations to pay Fees as soon as possible. Provider does not agree to refund any credits.
 - (d) *Refund Fees for Low Uptime.* If Provider credits Customer's account under *Section 1(b) (Give Credits for Low Uptime)* for three Billing Periods in a row, and Customer ends this agreement at the end of those Billing Periods, citing low Uptime, Provider agrees to refund all Fees that Customer paid for the three Billing Periods, as well as any Prepaid Fees.
2. *Agreed Legal Remedy.* Customer's only legal remedies for failures to meet *Section 1(a) (Service-Level Agreement)* will be credits under *Section 1(b) (Give Credits for Low Uptime)* and refunds under *Section 1(d) (Refund Fees for Low Uptime)*.
3. *Definitions.*
 - (a) The following terms mean the same in this add-on as in the base terms: **Base Terms, Billing Period, Billing Periods, Customer, Feature Set, Fees, Notice, Prepaid Fees, Provider, Rider, Service, Use Limits, Users.**
 - (b) **Uptime** means the percentage of wall-clock time during a Billing Period when Users can use substantially all of the Feature Set of the Service, subject to the "Valid Excuses" section of the Base Terms.

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