

## Meltwater Service Level Agreement for the Meltwater Platform

This service level agreement (“SLA”) for the Meltwater multi-tenant SaaS suite of solutions (the **Platform**) is part of the Agreement for subscriptions to the Meltwater Platform between Meltwater and Customer.

- Service Levels.** During the subscription term for the Platform subscriptions set forth in the Order Confirmation, Meltwater shall use commercially reasonable efforts to maintain the following average monthly availability for the Platform (“**Uptime Commitment**”):

Uptime	Calculation of Uptime
>=99.8%	$\text{Monthly Uptime \%} = \frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$

“**Downtime**” means the total minutes in a calendar month during which the Platform is not available for reasons attributable to Meltwater. Downtime does not include: (a) Excluded Downtime (defined below), and (b) Scheduled Maintenance (defined below).

“**Excluded Downtime**” means unavailability of the Platform caused by factors outside of Meltwater’s reasonable control, such as a force majeure event or Internet access failure.

“**Maximum Available Minutes**” means the total number of minutes in the calendar month.

- Credit.**

- 2.1. If Meltwater does not use commercially reasonable efforts to meet the Uptime Commitment for the Platform in a particular month, Customer may claim a Credit (defined below), which Customer may apply to the next invoice for the Platform that is the subject of the Credit claim.
- 2.2. “**Credit**” means 2% of the monthly subscription fee paid by Customer to Meltwater for the Platform that did not meet the Uptime Commitment during the calendar month *provided* such credit shall not exceed 100% of the monthly subscription fee for the impacted Platform.
- 2.3. Claims for a Credit must be made in good faith and in writing to the Meltwater account manager’s within thirty (30) business days after the end of the relevant calendar month during which Meltwater did not meet the Uptime Commitment for the Platform.

- Scheduled Maintenance.**

- 3.1. The Platform may not be available during the following weekly maintenance windows (“**Scheduled Maintenance**”): between the hours of Saturday 12:00am EST and 10:00am EST.
- 3.2. Scheduled Maintenance shall also include an occasional “Major Upgrade Window” whereby Meltwater provides at least three (3) days prior written notice that the Platform will be unavailable for a specific time during which Meltwater may upgrade the Platform. Such written notice may be displayed on the Meltwater website.

- Defined Terms.** Any capitalized but non-defined terms in this SLA shall have the meaning given to them in the Agreement.

- Exclusions.** This SLA does not apply to: (a) any test, trial, demo or evaluation use of the Platform, (b) the availability of any third party news and/or social media content, and (c) any third-party cloud service subscriptions purchased through Meltwater.

- Changes.** Meltwater may update this SLA from time-to-time. The then-current SLA shall be displayed on the Meltwater website at [meltwater.com/en/sla](https://meltwater.com/en/sla)