



SERVICE LEVEL AGREEMENT

Your use of the Laserfiche Cloud is subject to and governed by the Cloud Subscription Agreement available [here](#) (the “Agreement”) and the following Service Level Agreement (“SLA”). This SLA forms a binding agreement between Laserfiche and Subscriber.

1. LASERFICHE CLOUD SERVICE COMMITMENT

During the Service Period of the Agreement, Laserfiche will use commercially reasonable efforts based on industry standards, to make Laserfiche Cloud available subject to the limitations set forth in this SLA. Excluding periods of unavailability described in Section 6(C) below, Laserfiche guarantees that the Laserfiche Cloud will be available 99.9% of the time each calendar month (“Uptime Commitment”). Laserfiche measures Uptime by tracking the availability of certain Laserfiche Cloud systems components. Subscriber may view the status of these components at any time by visiting status.laserfiche.com. “Uptime” means the availability of the Laserfiche Cloud functionality measured over a calendar month notwithstanding the limitations listed in Section 6(A) and 6(B), but excluding periods of unavailability described in Section 6(C), of this SLA.

2. REMEDIES FOR CLOUD SERVICE FAILURE

If Laserfiche Cloud does not achieve the Uptime Commitment described in paragraph 1 (“Failure”), Subscriber may be eligible for a Service Credit. A “Service Credit” is a credit equivalent to the percent of a Subscriber’s corresponding monthly Subscription Fees (1/12th of a Subscriber’s annual Subscription Fee) for Laserfiche Cloud correlating to Uptime percentage in the following chart:

<u>Uptime Percentage</u>	<u>Service Credit Percentage</u>
Less than 99.9% but more than or equal to 99.5%	10%
Less than 99.5% but more than or equal to 99.0%	20%
Less than 99.0%	30%

Once awarded, a Service Credit will appear on a Subscriber’s next month’s invoice. Subscriber will have the right to terminate the Agreement if Laserfiche Cloud’s Uptime in two or more consecutive months within a calendar year is lower than 85% in each of such months.

3. SERVICE CREDIT REQUEST PROCEDURE

To qualify for a Service Credit:

1. The request must be received by Laserfiche within 15 days of the end of the month for which a credit is sought.
2. Subscriber’s account must be in good standing with all invoices paid and up to date.

To receive a Service Credit, Subscriber must submit a claim by emailing orders@laserfiche.com with the following information:

1. “SLA Credit Request” in the subject line;

2. Subscriber's name, account ID, administrator's email address and phone number;
3. The date(s) and time(s) of each qualifying incident you are claiming; and
4. Evidence that documents the errors and corroborates your claimed outage (confidential or sensitive information in these logs should be removed and replaced with asterisks).

Failure to provide all the requested information as required will disqualify the Service Credit claim.

4. ERROR CORRECTION AND RESPONSE TIME FOR CLOUD CLIENT COMPONENTS

This SLA also covers Error correction support for Cloud Client Components. "Error" means failure of Software to materially conform to its documentation, but excluding any nonconformity resulting from Subscriber's misuse, improper use, or unauthorized change of any Software; or the combining of Software with software not supplied or identified as compatible by Laserfiche. Errors are classified in Table A. Upon identification of an Error, Subscriber will notify their Solution Provider or Laserfiche and provide sufficient information to locate and reproduce the Error. Laserfiche will work with Subscriber's Solution Provider and/or Subscriber to determine the classification of such Error. No Service Credits are awarded in connection with Error corrections. Laserfiche will use all reasonable commercial efforts to attempt to resolve any Errors according to support level within the target times specified in Table A, but failure to meet target times will not constitute a failure to perform a material provision of this SLA. With respect to Subscribers who have Solution Providers, response times below begin upon the Solution Provider's notification to Laserfiche with sufficient information of the Error and are dependent on Solution Provider's continuing collaboration with Laserfiche to resolve the Error.

Table A. Error Classification and Response/Communication Targets

Severity Level	Definition	Initial Response Goals**	Updates
Urgent	Laserfiche Cloud is not operational for all subscribers.	Within 1 business hour	Subscriber will be updated 2x daily on progress via the Status Page at https://status.laserfiche.com/ .
Critical	Software functionality is severely impaired even though it is operational at some level affecting multiple subscribers.	Within 4 business hours	Subscriber will be updated daily on progress via the Status Page at https://status.laserfiche.com/
High	A major function in the software is not operational and no acceptable work-around is available, but Subscriber is able to do some production work even though performance and user quality is affected.	Within 8 business hours	Subscriber will be updated weekly on progress via the Status Page at https://status.laserfiche.com/
Medium	There is a loss of a function or resource in software that does not seriously affect Subscriber's operations or schedules.	Within 10 business days	Subscriber will be updated weekly on progress via the Status Page at https://status.laserfiche.com/
Low	All other issues with software.	As needed	Subscriber will be updated as needed

Enhancement	New features and functionality not currently existing will be reviewed by Laserfiche's development team and included in future releases if approved.	As needed	Subscriber will be updated as needed

**** Business hours as set forth in the following section.**

5. ENGINEERING SUPPORT

Laserfiche will maintain support engineers monitoring Laserfiche's network operations during (1) U.S. PST business hours (except holidays) for the U.S. and Canadian Data Center Regions and (2) GMT business hours (except holidays), for the EU Data Center Region.

6. LIMITATIONS

A. The minimum period of Failure eligible for a Service Credit is 10 minutes, and shorter periods will not be aggregated. In the event that multiple periods of Failure overlap in time, Service Credits will not be aggregated, and Subscriber will receive Service Credits only for the longest period of Failure. Laserfiche is not required to issue multiple Service Credits for a single incident.

B. Credits available pursuant to this SLA apply only to future Laserfiche Cloud delivery. Service Credits will not entitle Subscriber to any refunds and are not transferable or assignable. If Subscriber retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support, or setup fees.

C. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures: (1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Subscriber, including its applications, operating system(s), equipment, or facilities, or by any use or user of Laserfiche Cloud authorized by Subscriber, or by Subscriber's use of any other software in its operating system(s); (3) outages caused by hackers, sabotage, viruses, worms, or other third-party wrongful actions; (4) DNS issues outside Laserfiche's control; (5) outages resulting from Internet anomalies; (6) outages resulting from Force Majeure events; and (7) failures during a "beta" period. "Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Laserfiche Cloud degradation, as designated by Laserfiche in its sole discretion. Laserfiche will exercise reasonable efforts to inform Subscriber in advance before interrupting Laserfiche Cloud for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute Failure.

D. This SLA does not cover (without limitation): (a) network performance to Subscriber's physical location or Internet access point (such as a local DSL/cable modem) or (b) failures due to denial of service attacks. This SLA does not apply to any feature Laserfiche identifies as "beta" or to any software components made available with Laserfiche Cloud that run outside of the Laserfiche Cloud online service (such as Client Components installed on-premises). IA tools and IA derivatives are excluded from this SLA and are provided "as is" and "as available".

E. Limitations & Warranty Disclaimer. The remedies set forth in this SLA are Subscriber's sole and exclusive remedies for any Failure or other loss of functionality of Laserfiche Cloud, or any Error with the Software, including without limitation for any breach of warranty, except as specifically set forth in the Agreement. The determination of any Failure or categorization of any Error is ultimately in the sole discretion of Laserfiche.

7. TERMS OF SERVICE/THE AGREEMENT

Terms defined in the Agreement will have the same meaning when used in this SLA. In the event of any conflict between this SLA and the Agreement, the Agreement will govern.

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