

Service Level Agreement

1. **Target Availability.** Collibra will use commercially reasonable efforts to make the Service available with an uptime of 99.5% of each calendar month (“**Target Availability**”). Service Uptime will be calculated according to the following formula:

$$\text{“Service Uptime”} = ((\text{Total Time} - \text{Service Downtime}) / \text{Total Time}) \times 100$$

“**Total Time**” means the total minutes in that calendar month.

“**Service Downtime**” means the time in minutes that Customer could not access the Service during that calendar month, subject to the exclusions in Section 2 below. For the avoidance of doubt, ‘access’ to the Service means a User’s successful authentication and access to the user interface of the console for the Service.

2. **Exclusions.** The calculation of Service Uptime will not include unavailability to the extent due to: (a) Customer’s use of the Service in a manner not authorized in the Agreement or in a manner that is inconsistent with the Documentation, (b) general internet problems, force majeure events or other factors outside of Collibra’s reasonable control, (c) Customer’s equipment, software, network connections or other infrastructure, (d) third party systems, acts or omissions, or (e) Scheduled Maintenance or reasonable emergency maintenance. “**Scheduled Maintenance**” means Collibra’s scheduled routine maintenance. Scheduled Maintenance will not exceed twenty (20) hours per month and Collibra will use commercially reasonable efforts to perform Scheduled Maintenance only in four (4) hour blocks of time on Saturday or Sunday.
3. **Service Credits.** If there is a verified failure of the Service to meet Target Availability in a particular month and Customer makes a request for a service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly portion of the annual fees due for the affected Service in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

Uptime	Service Credit (% of monthly fees)	Service Credit (% of monthly fees) if Customer has purchased Premium Support*
99.00% — 99.49%	1%	5%
98.00% — 98.99%	5%	10%
96.00% — 97.99%	10%	15%
< 96.00%	15%	20%

Collibra will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits. Service Credits in any month will not exceed 15% (or 20% for Premium Support) of the monthly fees due.

4. **Exclusive Remedies.** Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer’s sole and exclusive remedy, and Collibra’s sole and exclusive liability, for Collibra’s failure to meet the Target Availability.

*Premium Support is Collibra’s enhanced support offering which is further described in the [Support Policy](#) and may be licensed for an annual fee pursuant to an Order.