

Octave (Hexagon) Service Level Agreement

- 1. Service Availability** – Octave’s goal is to provide access to the services at Octave’s Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Octave’s Availability Service Level Objective is 99.5%. Availability, measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- “Scheduled Available Minutes” are the total minutes in a month, less the number of Scheduled Maintenance minutes in the applicable month.
- “Available Minutes” is the number of Scheduled Available Minutes in a month, less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

$$\text{Availability} = \frac{\text{“Available Minutes”}}{\text{“Scheduled Available Minutes”}} \times 100$$

For example, in a 30-day month with 1 Scheduled Maintenance windows of 4 hours, there are 42,960 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 4 hrs. x 1 Scheduled Maintenance window) = 42,960). If the Subscription Services experienced an outage of 2 hours outside of Schedule Maintenance, there were 42,840 Available Minutes in the month (42,960 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is (42,840 /42,960) × 100 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- time expended for Planned Maintenance;
- time expended for Emergency Maintenance;
- Outages due to factors outside of Octave’s reasonable control (e.g. a network or device failure at Customer’s site or between Customer and Octave’s data centers; delays in email or webmail transmission to or from the hosted application; a force majeure event; outages attributable to the acts or omissions of Customer or Customer’s Authorized Users; or outages that result from Customer’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Octave’s direct control).
- Periods of Down Time at Customer’s request;
- Performance degradation due to Customer’s use of the Subscription Services in

excess of the scope of Customer's license, usage restrictions, or product limitations outlined in this Agreement or the Documentation.

Recovery Point Objective – The Recovery Point Objective ("RPO") describes the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The service levels include an RPO of up to one (1) hour for Multi-Tenant products.

Recovery Time Objective – The Recovery Time Objective ("RTO") is the duration of time within which Subscription Services will be restored after declaration of a disaster. The Subscription Services will be operational within an RTO of twelve (12) hours for Multi-Tenant products.

RTOs and RPOs may vary for some products and application configurations. Single-tenant disaster recovery plans generally set an RTO of twenty-four (24) hours and an RPO of twenty-four (24) hours. Octave's minimum service level for single-tenant production environment availability is 99.5%.