

Service Level Terms for RelativityOne

Definitions. Capitalized terms used in these Service Level Terms but not defined have the meanings set forth in the Principal Agreement.

- | | |
|--------------------------------|--|
| Availability SLA | 99.75% of the total number of minutes in a given calendar month. |
| Availability Deficiency | The number of minutes when the RelativityOne Product is not Available in any given calendar month, excluding Excused Downtime. |
| Available | Customer can log into and access the core Relativity Review functionality at the RelativityOne production data center's Internet connection points. |
| Cloud Vendor | The cloud vendor Relativity uses to provide the infrastructure environment to run the RelativityOne Product. |
| Excused Downtime | 0.25% of the total number of minutes in a given calendar month, and any other time when the RelativityOne Product is not Available due to Relativity's planned service maintenance time of up to 16 hours per month or due to emergencies or other circumstances beyond Relativity's reasonable control, including without limitation force majeure, general Internet outages, actions of Customer or any third party providing services or software to Customer, failure of Customer's infrastructure or connectivity to the Internet or other issues with Customer's Internet connectivity to the RelativityOne Product, other telecommunications or computer failures and delays, network intrusions, or denial-of-service or other criminal attacks. |
- a. Service Credits. Service credits are Customer's sole and exclusive remedy for any deficiency under Section 2.1. Service Customer shall be entitled to a credit against the next payable fee due to Vendor hereunder in accordance with the credit provisions set forth below.
 - b. Credit Amount. If Customer has an Availability Deficiency for a given calendar month, Customer will be entitled to a service credit equal to the prorated per minute monthly hosting fee (Availability Deficiency is determined at the per minute rate that HaystackID charges Customer for Customer's use of RelativityOne. Availability Deficiency refers to the period of time from when Customer establishes or confirms that the services are unavailable, to the point when the fault has been corrected. For clarity, Customer will be entitled to service credits for an Availability Deficiency regardless of whether the unavailability is caused by HaystackID, RelativityOne or the Cloud Vendor. If there are problems with infrastructure that the Cloud Vendor must handle, HaystackID will use commercially reasonable efforts to obtain responses and resolutions from Cloud Vendor.
 - c. Credit Request. Customer must request any service credit in writing to HaystackID within 30 days after the end of the month during which the Availability Deficiency occurred, identifying the support requests relating to the Availability Deficiency. Failure to make a timely request is a waiver. HaystackID will apply any service credits to Customer's future invoices under the applicable Order.
 - d. Planned Maintenance Time. Currently, planned service maintenance for each Geo region is scheduled for two (2) hours weekly and eight (8) hours monthly as follows:

WEEKLY MAINTENANCE				
Americas	West/South Asia	East Asia	Australia	Europe
22:00 - 24:00 Saturday CDT / CST	22:00 - 24:00 Saturday GMT+4	22:00 - 24:00 Saturday HKT	22:00 - 24:00 Saturday AEDT / AEST	22:00 - 24:00 Saturday GMT / BST

MONTHLY MAINTENANCE				
Americas	West/South Asia	East Asia	Australia	Europe
22:00 - 06:00 Saturday-Sunday CDT / CST	22:00 - 06:00 Saturday-Sunday GMT+4	22:00 - 06:00 Saturday-Sunday HKT	22:00 - 06:00 Saturday-Sunday AEDT / AEST	22:00 - 06:00 Saturday-Sunday GMT / BST

Except in emergencies or other non-standard circumstances, Relativity will keep planned maintenance schedules on weekend nights in the above time zones and will provide reasonable notice of any changes. If Relativity uses less than the permitted amount of planned maintenance time in a given period, Relativity will not carry over the unused planned maintenance time to subsequent periods.

- e. **RTO And RPO.** In the event of prolonged downtime, HaystackID will communicate notice of a disaster if declared by Relativity. During disaster recovery, Relativity will endeavor to achieve: (a) the recovery time objective ("RTO") set forth below, measured from the end of the disaster occurrence (i.e., the moment when Relativity's access to the system is restored) until the RelativityOne Product is Available; and (b) the recovery point objective ("RPO") that is no more than the number of hours prior to the disaster set forth below.

Event Type	RTO	RPO BASED ON DATA LOCATION		
		SQL	File Server and Analytics Indexes	Other
Data Restore	24 hours	1 hour	24 hours	4 hours
Partial DR	24 hours	1 hour	24 hours	4 hours
Full DR	72 hours	1 hour	24 hours	4 hours

"Data Restore" means only Customer's Geo is down in a data center.

"Partial DR" means one or more Geos are down in a data center and Relativity is able to restore Customer's Geo without requiring the Cloud Vendor to assist in restoring the applicable Geos.

"Full DR" means the Cloud Vendor declares a data center disaster (or in any event, Relativity declares a disaster because more than a majority of the Geos in the data center are down, regardless of whether the Cloud Vendor declares a disaster).