SaaS Service Level Agreement

This SaaS Service Level Agreement ("SLA") applies to the use of IR's software products provided as a hosted service (the "Services"), under the applicable terms between Integrated Research ("IR") and users of the IR Services ("you" or "Client").

1. Service Commitment
IR will use commercially reasonable efforts to make the Services available 99% of the time as determined by the Monthly Uptime Percentage defined below.

2. Definitions
The following capitalized terms shall be given the meaning set forth below:

2.1 "Downtime" means the accumulated minutes during a given month in which the Services are unavailable. For clarity, for the Services to be deemed unavailable, either the Services in their entirety or a majority of the functionality of the Services must be unavailable.

2.2 "Monthly Uptime Percentage" means the total number of minutes in a given month, minus the number of minutes of Downtime within the month, divided by the total number of minutes in the month.

3. Measurement
Uptime and Downtime will be measured using IR's monitoring systems, which constitute the system of record for the purposes of this SLA.

4. Exclusions
Notwithstanding anything to the contrary, no Downtime shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Services, or any other IR performance issues, that (i) are caused by factors outside of IR's reasonable control, including without limitation, any force majeure event, malicious security incident, carrier and internet related problems or issues, or supplier access or related problems beyond the demarcation point of IR (i.e. beyond the point in the network where IR maintains access and control over the IR Services); (ii) result from any actions or inactions of Client or any third party; (iii) result from hardware, software, or other technology not provided by IR; (iv) arise from IR's suspension and termination of Client's right to use the IR Services in accordance with the applicable terms, (v) result from scheduled maintenance; or (vi) caused by problems or issues related to Services specifically designated Alpha or Beta (collectively, the "Exclusions").

SLA Service Credits

Uptime Performance Level	Measurement Period	Service Credit
≥ 99.0%	Monthly	0%
95.0% - 98.9%	Monthly	10%
< 95.0%	Monthly	25%

Service Credit Conditions:

- Service credits will apply from the second reported and confirmed SLA failure within a six month period. Upon the first SLA failure, Client agrees to notify IR and IR will assess corrective actions.
- Service credits will only apply upon a written request from Client, which must be submitted within thirty days of the applicable monthly measurement period. Client agrees to provide related information in support of their request.
- Service credits are only applicable to the impacted product(s) and their associated monthly fees. Service credits are capped at the percentages reflected in the table above.
- Service credits may only be applied towards a renewal or purchase of additional IR products, and must be applied within one year of issuance or will otherwise expire. Service credits may not be transferred to a different Client or account. Client will not be entitled to a refund or reduction of fees owed under the applicable order.
- Subject to the conditions within this SLA, if IR confirms the reported Downtime has occurred IR will issue Client the applicable service credit. Service credits are the sole and exclusive remedy for Downtime. The parties will work in good faith to resolve any dispute related to SLA's and service credits.