

Precisely Service Availability

This document addresses Precisely's Service Availability for a variety of product offerings as noted below. This document will be expanded as additional products are offered in SaaS/cloud implementations.

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General Terms

These Service Availability terms (these "**Terms**") supplement the applicable Agreement (defined below). In the event of a conflict between these Terms and the Agreement, the terms of the Agreement control except with respect to the specific Service Availability Statement applicable to the product at issue.

The following definitions and general terms apply to each of Precisely's Service offerings described below:

Overall Environment Definitions: URLs for production and other environments, when applicable, will be provided by Precisely's client success manager.

"Production" means the production servers and the URLs described in the product documentation.

"Staging" means an integration and acceptance test environment and the URLs described in the product documentation.

"QA-Prestaging/Sandbox" means a short-duration use environment used for unit testing of custom services.

"Agreement" means the applicable terms and conditions between Precisely (or its affiliated company) and its client, whether pursuant to an On-Demand Subscription Agreement, other On-Demand agreement, a Master License Agreement, or other mutually-signed or agreed terms.

"Available Hours of Operation" means the hours per day and days of the week noted for each Service, exclusive of Scheduled Downtime and Service Disruption for the Service running in a production environment.

"Availability" means the percentage of the Available Hours of Operation that a particular Service will be available for use by a Customer in good standing calculated on a rolling calendar quarter basis (i.e., the current calendar month and the two (2) months immediately preceding the current) as follows:

$$\left[\frac{\text{Total time in a quarter} - \text{Unexpected Downtime} - \text{Scheduled Downtime} - \text{Emergency Maintenance} - \text{Service Disruption}}{\text{Total time in a quarter} - \text{Schedule Downtime} - \text{Emergency Maintenance} - \text{Service Disruption}} \right] * 100$$

In the event a Customer elects to access only a Service's regional endpoint and not the global endpoint, the Availability for that Service may be adversely impacted.

"Emergency Maintenance" means maintenance that is necessary for purposes of maintaining the integrity or operation of the Services, regardless of the notice provided by Precisely.

“Scheduled Downtime” means certain periods when the Service may be unavailable or inoperable to permit Precisely to perform maintenance support services. Precisely will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service. Scheduled Downtime will occur within the Scheduled Maintenance Window and will not exceed the amount of time in a calendar month specified for the applicable Service. Precisely will provide at least one weeks’ notice of any Schedule Downtime. Scheduled Downtime for a Service is less than or equal to 4 hours per month unless otherwise noted.

“Scheduled Maintenance Window” means a reserved window from 6:00 am to 10:00 am (EST) on Sundays. The maintenance window is reserved to address unforeseen circumstances where corrections are needed and may be extended to 12:00 Noon (EST) if extended maintenance is required.

“Service” means one or more of the following services offerings to which a Customer has subscribed pursuant to the Agreement: Spectrum on Demand (Single-Tenant), Spectrum on Demand (Multi-Tenant), Risk Analyzer, Spectrum Spatial Analyzer (Cloud), EngageOne Communicate, EngageOne Video, and/or Precisely API’s.

“Service Disruption” means the time in which the Service is unavailable arising from causes beyond the reasonable direct control of Precisely, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks, results from any actions or inactions of Client, Client’s (or any third party engaged by Client) failure to adhere to the best practices or recommendation or any applicable Requirements Checklists listed in the Documentation; or a Force Majeure event as described in the Agreement.

“Total time in a quarter” means total number of minutes during Available Hours of Operation for a rolling calendar quarter.

“Unexpected Downtime” mean any minutes when the Service is unavailable for Client. Precisely uses external monitoring services to monitor Service Availability. If the Service fails to respond positively to the external monitoring service in over fifty percent (50%) of the tests during a 5-minute period, the Service is considered unavailable.

Summary of Service Availability

The following table describes the key metrics in the various Service Offerings but is subject to the more detailed descriptions below.

Service Offering	Avail. Hours of Operation	Scheduled Downtime	Calculated Availability
Spectrum OnDemand (Multi-Tenant)	24 x 7	≤ 1 Hr/Month	99.9%
Spectrum OnDemand (Single-Tenant)	24 x 7	≤ 4 Hrs/Month	99.5%
Risk Analyzer	M-F 8am-8pm EST	≤ 4 Hrs/Month	99.0%
Spectrum Spatial Analyzer (Cloud)	M-F 8am-8pm EST	≤ 4 Hrs/Month	99.0%
EngageOne Communicate	24 x 7	≤ 1 Hr/Month	99.9%
EngageOne Video	24 x 7	< 4 Hrs/Month	99.9%
Precisely API’s	24 x 7	N/A	99.9%

Details of each Service Offering

Spectrum OnDemand (Multi-Tenant):

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the Spectrum on Demand (Multi-Tenant) Service including SFTP Batch (excluding VeriMove, NetSuite, SPOD Connectors & the Spectrum OnDemand User Portal) in a production environment being off-line due to maintenance. Scheduled Downtime for the Spectrum on Demand (Multi-Tenant) Service will not exceed one (1) hour in a calendar month. The Available Hours of Operation for the Spectrum on Demand (Multi-Tenant) Service is twenty-four (24) hours per day, seven (7) days per week. Precisely warrants that the Availability for the Spectrum on Demand (Multi-Tenant) Service will be at least 99.9%. See list of staging URLs in our [Documentation](#).

Spectrum OnDemand (Single-Tenant):

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the Spectrum on Demand (Single-Tenant) Service in a production environment being off-line due to maintenance. Scheduled Downtime for the Spectrum on Demand (Single-Tenant) Service will not exceed four (4) hours in a calendar month. The Available Hours of Operation for the Spectrum on Demand (Single-Tenant) Service is twenty-four (24) hours per day, seven (7) days per week. Disruption Precisely warrants that the Availability for the Spectrum on Demand (Single-Tenant) Service will be at least 99.5%.

Risk Analyzer:

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the Risk Analyzer Service in a production environment being off-line due to maintenance. Scheduled Downtime for the Risk Analyzer Service will not exceed four (4) hours in a calendar month. The Available Hours of Operation for the Risk Analyzer Service is 8:00 am to 8:00 pm (EST), five (5) days per week (Monday through Friday). Precisely warrants that the Availability for the Risk Analyzer Service will be at least 99.0%.

Spectrum Spatial Analyzer (Cloud)(“SSA”):

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the Spectrum Spatial Analyzer (Cloud) Service in a production environment being off-line due to maintenance. Scheduled Downtime for the Spectrum Spatial Analyzer (Cloud) Service will not exceed four (4) hours in a calendar month. The Available Hours of Operation for the Spectrum Spatial Analyzer (Cloud) Service is 8:00 am to 8:00 pm (EST), five (5) days per week (Monday through Friday). Precisely warrants that the Availability for the Spectrum Spatial Analyzer (Cloud) Service will be at least 99.0%.

EngageOne Communicate:

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the EngageOne Service in a production environment being off-line due to maintenance. Scheduled Downtime for the EngageOne Service will not exceed one (1) hour in a calendar month. The Available Hours of Operation for the EngageOne Service is twenty-four (24) hours per day, seven (7) days per week. Precisely warrants that the Availability for the EngageOne Service will be at least 99.9%.

EngageOne Video:

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the EngageOne Service in a production environment being off-line due to maintenance. Scheduled Downtime for the EngageOne Service will not exceed four (4) hours in a calendar month. The Available Hours of Operation for the EngageOne Service is twenty-four (24) hours per day, seven (7) days per week. Precisely warrants that the Availability for the EngageOne Service will be at least 99.9%.

Precisely APIs:

Service Availability Statement:

Precisely will use commercially reasonable efforts to avoid the Precisely APIs Service in a production environment being off-line due to maintenance. The Available Hours of Operation for the Precisely APIs Service is twenty-four (24) hours per day, seven (7) days per week. Precisely warrants that the Availability for the Precisely APIs Service will be at least 99.9%.