Terms of Service

1. Legal Agreement

Thank you for registering to be a user of **Creditor Name**. These Terms of Service apply to you, a user of the Service, and constitute a binding, legal agreement (“**Agreement**“) between you, as an individual, or if you are purchasing or using the service as part of your job responsibilities, the legal entity that you represent as specified on the Order Form, and **Creditor Name**.
Please read all the terms and conditions of this Agreement carefully. **By registering for and/or using the Service, you agree that you are bound by the terms and conditions of this Agreement, and you represent and warrant that you have full power, authority and legal capacity to enter into this Agreement.** Please contact **CREDITOR NAME** at **Creditor’s** **email address** if you have any questions about this Agreement.

2. Definitions

“**Downloaded Software**” means client software downloaded by an Authorized User (defined below) from the Site that augments your use of the Service, including add-ins and ancillary programs.
“**Enterprise Customer**” means a **CREDITOR NAME** customer who has acquired the “Enterprise” version of the Service.
“Order Form” means a web-based or signed paper order form completed by you or by an authorized employee of the legal entity for whom you work when ordering the Service.
“**External User**” means a single individual generally located outside of your organization who is invited to access a document or folder within the Service. An External User has access only to limited features of the Service, and is not considered a licensed Named User under the Service.
“**Named User**” means a single individual with a corresponding user name and password who is authorized by the administrator for the entity entering into this Agreement to be a user of the Service. A Named User has full license rights to use the Service, subject to limitations that may be imposed by the administrator.
“**Service**” means the provision by **CREDITOR NAME** to you of online document management, work flow and related services, in accordance with the tiers of service and other options as set forth in the Order Form. The Service includes the provision on a Software as a Service basis of non-exclusive use and access to proprietary **CREDITOR NAME** software, and associated hosting and support services as described herein.
“**Site**” means the web site at [www.knowledgetree.com](http://www.knowledgetree.com/) and/or such other web site or sites that **CREDITOR NAME** communicates to you where you may access the Service.
“**Software**” means **CREDITOR NAME**’s proprietary software used by **CREDITOR NAME** to deliver the Service, made available to you through the Site on a “Software as a Service” basis, and all updates and associated documentation thereto made available as a part of the Service pursuant to this Agreement. The term “Software” includes the Downloaded Software.
“**Trial Use**” means your use of the Service during a free trial period (up to 14 days), as further described on the Site.

3. Service.

3.1 Under the terms of and subject to the restrictions in this Agreement, including payment of all applicable fees, **CREDITOR NAME** will provide the Service on a subscription basis to you during the term of this Agreement. You may use and access the Service and Software solely through the Site. Your rights to use the Service are non-exclusive and non-transferable. You may use the Service only for your own benefit, and not for the benefit of any other third party.

3.2 As part of the Service, **CREDITOR NAME** will provide reasonable technical support to you via e-mail and an online support portal during **CREDITOR NAME**’s regular business hours. As applicable, additional terms and limitations regarding support for the Service based on the selected Service tier will be included on the Site.

3.3 **CREDITOR NAME** will use commercially reasonable efforts to make the Service available on a 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 13.2 (Force Majeure) below and to downtime for maintenance purposes. **CREDITOR NAME** will, to the extent practicable, schedule maintenance downtime outside of regular business hours, as further defined and stated on the Site. If you are an Enterprise Customer, the Service Level Agreement set forth [in Exhibit A](http://www.knowledgetree.com/legal/saas#ExhibitA) will apply to the Service, and is incorporated herein by reference.

3.4 **CREDITOR NAME** may from time to time modify the Site and the Service and add, change, or delete features of the Service in its sole discretion, without notice to you. Your continued use of the Service after any such changes to the Service constitutes your acceptance of these changes. **CREDITOR NAME** will use commercially reasonable efforts to post information on the Site regarding material changes to the Service.

3.5 The Service may be used and accessed for your internal business purposes and only by your Named Users and External Users (collectively the “Authorized Users”).

All usage rights are personal to the Authorized User. You must keep your user name and password confidential and not authorize any other person, including but not limited to any other individual within your organization, to access or use the Service using your user name and password. It is a violation of this Agreement for Named Users to share their user name and passwords with other individuals, allowing more than one individual to use the Service with the same user name and password.

External Users authorized by you may use the Service only for the purpose of facilitating business transactions with you or for providing services to you, and in no event may External Users use and access the Service provided to you as a document management solution for their own or for another person’s benefit. You agree not to charge any Authorized Users to use the Service, either directly or indirectly. You shall be fully responsible for use of the Service by Authorized Users and their compliance with the terms of this Agreement.

3.6 You acknowledge that you are solely responsible for: (a) all use of the Service made using your Authorized Users’ user names and passwords, and (b) maintaining the confidentiality of your Authorized Users’ user names and passwords. You agree to notify **CREDITOR NAME** immediately of any unauthorized use of an Authorized User’s email address, user name or password, or any other breach of security regarding the Service of which you become aware.

3.7 If you have acquired Trial Use of the Service, the following terms shall apply in connection with your Trial Use, notwithstanding anything to the contrary herein:
3.7.1 The Trial Use is provided “AS-IS”, without warranty or support of any kind, express or implied;
3.7.2 Unless you have notified **CREDITOR NAME** that you wish to convert the trial to a full subscription prior to the end of the Trial Use period, your account will automatically terminate at the end of the Trial Use period; and
3.7.3 Upon termination of your Trial Use Period, unless you have previously converted to a full subscription, all Client Documents stored by you as part of the Service will be permanently deleted without notice to you, and you will have no right to access the Service or any of your Client Documents after termination.

3.8 You warrant and agree not to:

* Violate any local, state, national or international law or regulation in connection with use of the Service, or otherwise use the Service in any way that is in furtherance of criminal, fraudulent, or other unlawful activity
* Interfere with or disrupt the Service or servers or networks connected to the Service
* Violate any codes of conduct, requirements, terms of use, policies or regulations of networks connected to the Service
* Interfere with or attempt to interfere with any other person’s use of the Service
* Gain access to or attempt to gain access to any account, computers or networks related to the Service without authorization
* Use the Service to send or otherwise make available any viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage the operation of another’s computer or property
* Use the Service in a manner that results in excessive bandwidth usage, as determined in **CREDITOR NAME**’s sole discretion
* Impersonate any other person or entity, or misrepresent your affiliation with any other person or entity
* Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or communication transmitted through the Service

3.9 As part of the Service, **CREDITOR NAME** may offer access to one or more application programming interfaces (“APIs”). **CREDITOR NAME** provides the APIs on an “AS-IS” basis, without warranty or support of any kind, express or implied. You acknowledge and agree that your use of the APIs is at your own risk, and that the APIs may be removed at any time from the Service without notice to you.

4. Intellectual Property

4.1 You agree that **CREDITOR NAME** and its licensors own all intellectual property rights in and to the Service, the Software, and the Site, including but not limited to the look and feel, structure, organization, design, algorithms, templates, data models, logic flow, text, graphics, logos, and screen displays associated therewith. You will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. You further agree not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party for such third party’s benefit. You may make a single copy of the Downloaded Software for backup purposes only; provided that any such copies contain the same proprietary rights notices that appear on the Downloaded Software. **CREDITOR NAME** reserves all rights in the Service and the Software not expressly granted to you hereunder.

4.2 You shall retain ownership of the documents and related materials and information you upload in connection with the Service (“**Client Documents**“). **CREDITOR NAME** shall not access or otherwise use the contents of any Client Documents, unless you give specific written permission to such access in connection with **CREDITOR NAME**’s handling of a support or implementation issue. Solely in order to provide the Service to you, **CREDITOR NAME** may copy, archive, index, and create metadata relating to the Client Documents. **CREDITOR NAME** may derive and compile from your usage of the Service certain aggregated and/or analytical information, so long as such aggregated or analytical information does not reveal the contents of any Client Documents. Such aggregated data and metadata may be used for **CREDITOR NAME**’s own purposes without restriction, including, but not limited to, using such data in conjunction with data from other sources to improve **CREDITOR NAME**’s products and services and create new products.

4.3 **CREDITOR NAME** shall have a royalty-free, worldwide, transferable, and perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, or other information provided by you or any Authorized User relating to the Service.

4.4 **CREDITOR NAME**’s trademarks, logo and any other company or product names used on the Site or in connection with the Service are the property of the respective trademark owner.

5. Fees and Expenses

5.1 You (or the legal entity you are employed by) shall pay **CREDITOR NAME** all applicable fees associated with the Service as set forth in the Site and/or Order Form, and in accordance with the terms set forth therein. All payments under this Agreement are non-refundable and, unless otherwise agreed, shall be made in United States dollars. Past-due payments will be subject to late payment charges of the lesser of: (a) one and one-half percent (1 ½ %) per month, or (b) the maximum rate allowed by law. The fees and rates under this Agreement are subject to change by **CREDITOR NAME** upon at least thirty (30) days written notice, which notice may include by posting the updated fees and rates on the Site.

5.2 You shall be responsible for all applicable taxes, however designated, incurred in connection with this Agreement, including but not limited to state and local privilege, excise, sales, VAT, and use taxes and any taxes or amounts in lieu thereof paid or payable by **CREDITOR NAME**, but excluding taxes based upon the net income of **CREDITOR NAME**.

5.3 If a payment becomes past due, **CREDITOR NAME** reserves the right to suspend or terminate the Service as covered in section 7.3. **CREDITOR NAME** has the right to change payment terms, including by requiring upfront payment for the Service, in its discretion based on your payment history and/or financial status.

6. Confidentiality and Security

6.1 “**Confidential Information**” means any information or data that is disclosed by one party to the other party pursuant to this Agreement that is marked as confidential. In addition, your Confidential Information includes the Client Documents (whether or not marked), and Confidential Information of **CREDITOR NAME** (whether or not marked) includes the Service and Software, as well as the structure, organization, design, algorithms, templates, data models, logic flow, and screen displays associated with the Service and Software. Confidential Information does not include information that the receiving party can show: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records.

6.2 A receiving party agrees: (a) to hold the disclosing party’s Confidential Information in confidence, and to protect the disclosing party’s Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information (but in no event using less than reasonable care); and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the disclosing party’s Confidential Information. Without limiting the foregoing, you shall disclose and allow access to the Service only for the purpose of supporting and augmenting your use of the Service. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law, applicable regulatory authorities, or court order; in such event, such party shall use diligent efforts to inform the other party prior to any such required disclosure.

6.3 Each party acknowledges and agrees that any violation of this Section 6 may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.

6.4 **CREDITOR NAME** will take reasonable security measures designed to protect your Confidential Information, including your Client Documents. These measures will include the use of reasonable physical, administrative, and technical security techniques and systems designed to prevent unauthorized access and disclosure, maintain data accuracy, and ensure appropriate use of your Confidential Information.

6.5 You agree to the terms of **CREDITOR NAME**’s privacy statement, which is located at <http://www.knowledgetree.com/legal/privacy> and is incorporated herein by reference (including any changes to **CREDITOR NAME**’s privacy statement made in accordance with its terms).

6.6 Upon termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all Confidential Information delivered or disclosed to the receiving party (including, with respect to you as receiving party, the Downloaded Software), together with all copies in existence thereof at any time made by the receiving party; provided that return of Client Documents by **CREDITOR NAME** to you is covered by Section 7.6 below.

7. Term and Termination

7.1 This Agreement will be effective as of the Effective Date and, unless sooner terminated as herein provided, will continue for the period of time set forth in the Order Form (the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive renewal terms (each renewal term being the same length as the Initial Term) based on **CREDITOR NAME**’s then-current fees, unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or applicable renewal term.

7.2 Either party may terminate this Agreement upon thirty (30) days prior written notice if the other party materially breaches any of the terms and conditions of this Agreement and such material breach is not cured within the thirty (30) day period. **CREDITOR NAME** will have the right to suspend your use of or access to the Service in the event **CREDITOR NAME** determines in its sole discretion that you have breached this Agreement. Notwithstanding the foregoing, termination and suspensions relating to late payments by you are covered in Section 7.3 below.

7.3 If a payment becomes thirty (30) days or more overdue, **CREDITOR NAME** reserves the right to suspend your access to the Service without liability to you, until payment is made in full. If any payment becomes forty-five (45) days or more overdue, **CREDITOR NAME** may terminate this Agreement upon notice to you.

7.4 **CREDITOR NAME** may terminate this Agreement without cause upon at least sixty (60) days prior written notice. In such event, you will be entitled to a refund of any prepaid amounts for Service not delivered.

7.5 The terms provided in Sections 4, 6, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive any termination of this Agreement. In addition, upon termination you shall promptly pay **CREDITOR NAME** all outstanding amounts due to **CREDITOR NAME** under this Agreement. If this Agreement is terminated by **CREDITOR NAME** due to your breach, which you fail to cure after receipt of written notice, or if you terminate this Agreement without cause prior to the end of the then-current term, then all fees unpaid for the remainder of the current term shall become immediately due and payable by you to **CREDITOR NAME** as liquidated damages, without any further demand by **CREDITOR NAME**. The parties acknowledge that **CREDITOR NAME**’s actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of **CREDITOR NAME**’s potential losses.

7.6 Within thirty (30) days after termination, you may request in writing that **CREDITOR NAME** provide you with access to a copy of all Client Documents, and **CREDITOR NAME** will provide such Client Documents so long as you pay the then-current fee for such service.

8. Independent Contractors; Publicity

8.1 The parties are and intend to be independent contractors with respect to the services contemplated hereunder. **CREDITOR NAME** agrees that neither it, its employees nor its contractors shall be considered as having an employee status with you. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.

8.2 You agree that **CREDITOR NAME** may include you as a customer in promotional material for the Service and/or for **CREDITOR NAME**, including use of your logos, trademarks, trade names and similar identifying material. You can revoke this right by submitting a request via e-mail to **CREDITOR NAME** atmarketing@knowledgetree.com. Upon receipt of such request, **CREDITOR NAME** will use commercially reasonable efforts to remove any reference to you from such promotional material within 30 days and make no further reference to you. Upon **CREDITOR NAME**’s request, you agree to participate in a mutually agreed press release regarding the relationship established by this Agreement. In addition, you agree from time to time, as reasonably requested by **CREDITOR NAME** and subject to your approval, to participate in **CREDITOR NAME** promotional activities, such as preparation of case studies; participation in media interviews; and preparation of quotes and other marketing materials for **CREDITOR NAME**.

9. Warranties; Disclaimers

9.1 You and **CREDITOR NAME** each warrant that they have full authority to enter into this Agreement and are not bound by any contractual or legal restrictions from fulfilling their obligations hereunder. In addition, **CREDITOR NAME** warrants that the Service will substantially conform to the written or electronic documentation provided by **CREDITOR NAME** in connection with the Service. In the event of a breach of this warranty by **CREDITOR NAME**, as your sole and exclusive remedy, **CREDITOR NAME** will, at its expense, use commercially reasonable efforts to cause the Service to conform.

9.2 You represent and warrant that all Client Documents and associated content and data (“**Client Data**“) provided to **CREDITOR NAME** in connection with your use of the Site and the Service: (i) is owned by you, or you have the full right to provide the Client Data to **CREDITOR NAME**; (ii) does not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property right; (iii) does not violate any person’s right of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory or libelous material. You further represent and warrant that your use of Client Data on the Site or in connection with the Service is not in breach of any covenant or obligation of confidentiality that you have to any other person or entity. You are solely responsible for the Client Data, and acknowledge that **CREDITOR NAME** has no responsibility or intent to review or monitor any Client Data.

9.3 You shall be solely responsible for your use of the Service, and, except as otherwise agreed in writing by the parties, for maintaining backup copies of the Client Documents. You acknowledge and agree that the Service is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

9.4 In connection with the provision of the Service, **CREDITOR NAME** may use third-party content, software, web sites, and/or systems (“**Third-Party Systems**“). **CREDITOR NAME** does not provide any warranties or guarantees regarding any Third-Party Systems, and you waive any claim against **CREDITOR NAME** with respect to such Third-Party Systems. However, **CREDITOR NAME** agrees to use reasonable efforts to correct, replace or provide workarounds for any issues with Third-Party Systems reported by Customer that affect the functioning of the Service. Your use and access of Third-Party Systems may be subject to the terms published or otherwise made available by the third-party providers of the Third-Party Systems.

9.5 **CREDITOR NAME** does not warrant that the Service will operate without interruption or error-free, or that the Service will be totally secure. Under no circumstances will **CREDITOR NAME** be held liable for any loss of Client Documents. To the extent that data is being transmitted over the Internet hereunder, you acknowledge that **CREDITOR NAME** has no control over the functioning of the Internet, and **CREDITOR NAME** makes no representations or warranties of any kind regarding the performance of the Internet. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, **CREDITOR NAME** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

10. Indemnification

You, at your expense, shall indemnify, defend and hold **CREDITOR NAME** and its officers, directors, owners, employees, and affiliates harmless from and against all liability, damages, injuries, losses, costs and expenses (including attorney’s fees) arising out of or relating to your use of the Service, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) your breach of any representations, warranties, or covenants in this Agreement, (b) your compliance with applicable laws and regulations, and (c) the Client Documents. **CREDITOR NAME** shall provide you with prompt written notice of any such claim.

11. Liability

11.1 The limit of **CREDITOR NAME**’s liability (whether in contract, tort, negligence, strict liability in tort, or by statute or otherwise) to you or to any third party concerning performance or non-performance by **CREDITOR NAME**, or in any manner related to this Agreement or the Service, for any and all claims shall not exceed in the aggregate the Subscription Fees paid by you to **CREDITOR NAME** hereunder with respect to the Service at issue (excluding any fees or charges relating to approved expenses incurred by **CREDITOR NAME** on behalf of you) during the three (3) months prior to the date that the relevant cause of action accrued.

11.2 In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damage or expenses whether arising in contract or tort (including but not limited to lost profits, loss of data, or the cost of recreating lost data), even if it has been advised of their possible existence.

11.3 The allocations of liability in this Section represent the agreed and bargained for understanding of the parties and **CREDITOR NAME**’s compensation reflects such allocation. These limitations of liability will apply notwithstanding any failure of essential purpose of any limited remedy.

12. Dispute Resolution

12.1 The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management and optional mediation, prior to resorting to binding arbitration.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that cannot be resolved by good faith negotiations shall be finally settled by binding arbitration conducted in the English language in Raleigh, NC (USA), under the commercial arbitration rules of the American Arbitration Association (“AAA”). The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction. Notwithstanding anything contained in this Section to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party’s rights hereunder through specific performance, injunction or similar equitable relief.

12.3 This Agreement shall be interpreted, construed, and governed by the laws of **Creditor’s State**, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13. Miscellaneous

13.1 If you are located in the European Union, you consent to the processing of personal information in the United States by **CREDITOR NAME** in connection with the Service.

13.2 Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond the reasonable control of the party affected, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, failure of telecommunication or internet service providers.

13.3 This Agreement (including the Order Form and any attachments thereto specifically agreed by the parties) constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral communications, understandings or agreements with respect to its subject matter. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance. The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

13.4 You shall have no right to assign this Agreement or any of your obligations hereunder. **CREDITOR NAME** may assign this Agreement and any of its rights hereunder to third parties.

13.5 Every provision of this Agreement is intended to be severable. If any section of this Agreement is found to be invalid or unenforceable, then such section will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the section will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

13.6 This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever. There are no intended third-party beneficiaries under this Agreement.

13.7 You agree to comply with all relevant export laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and Executive Orders (“**Export Controls**“). You warrant that you are not a person, company or destination restricted or prohibited by Export Controls (“**Restricted Person**“). You will not, directly or indirectly, export, re-export, divert, or transfer the Software or Service, any portion thereof or any materials, items or technology relating to **CREDITOR NAME**’s business or related technical data or any direct product thereof to any Restricted Person.

14. Agreement and Amendments

14.1 By completing the registration process, and/or using the Service, you represent that you are 18 years old or older, are authorized to bind any legal entity that you represent, and agree to all of the terms in this Agreement. You may print or download and keep a copy of this Agreement.

14.2 **CREDITOR NAME** reserves the right, in its sole discretion, to modify or change this Agreement at any time by posting the changes to the Site. Your continued use of the Site or Service following the posting of such changes constitutes acceptance of those changes. **CREDITOR NAME** will use reasonable commercial efforts to provide notice of material changes to you. **CREDITOR NAME** also reserves the right to modify the Site and the Service at any time without prior notice to you.

14.3 **CREDITOR NAME** will periodically send emails regarding the Service, including general information about **CREDITOR NAME**’s technology and business. You can unsubscribe from email communications using our unsubscribe process.

EXHIBIT A

SERVICE LEVEL AGREEMENT (“SLA”)

This SLA applies to Enterprise Customers only.

1. **Technical Support and Training**

1. **CREDITOR NAME** will provide reasonable customer support service by telephone and via an online support portal (“**Support Services**“) Monday through Friday (excluding **CREDITOR NAME** holidays), from 8:00 a.m. until 5:00 p.m. (GMT and Eastern Time). Support Services will be limited to issues surrounding suspected errors or failures in the Service, and general questions regarding usage of features of the Service.
2. Support Services by telephone will be provided only to a single individual who is designated by you as your “**Administrator**“, and a designated Administrator backup. **CREDITOR NAME** will not provide telephone support to your end users and you are responsible for all such end user support.
3. You agree to perform tasks as reasonably requested by **CREDITOR NAME** to aid in the resolution of problems. Prior to calling **CREDITOR NAME**, you will take reasonable steps to verify issues reported by end users and to confirm that issues are associated with the Service and not with your computing or networking infrastructure.
4. **CREDITOR NAME** will have no obligation to provide support or assistance with respect to Third-Party Materials.
5. **CREDITOR NAME** will designate an account manager as a central point of contact within **CREDITOR NAME** for addressing any technical Service issues. **CREDITOR NAME** may change the designated account manager from time to time by providing notice to you.
6. **CREDITOR NAME** is not obligated to provide support for any APIs or any integrations created by you based in whole or in part on any APIs.

2. **Support Levels**
Subject to Section 1, you may request support services from **CREDITOR NAME** in accordance with the following:

|  |  |  |  |
| --- | --- | --- | --- |
| **Support Level** | **Name** | **Description** | **Target Time to Response** |
| 1 | Blocker | A severe business impact that requires an immediate solution. The service is experiencing downtime or extensive degradation in performance; there is significant risk of corruption of data or data loss; there is a severe vulnerability to a remote security exploit or denial of service attack.End users are affected and no workaround exists for platforms and tools supported by KnowledgeTree. | 4 business hours |
| 2 | Major | Some business impact. The service is operating, but with a short-term work-around in place, or degraded service.End users may be affected but a workaround is in place for supported platforms and tools, or service is degraded but still viable for use. | 1 business day |
| 3 | Minor | Minimal business impact. End users are not significantly impacted and service is not impaired. | 3 business days |
| 4 | Future Request | Little to no immediate business impact. A cosmetic issue or a future feature enhancement request. | Logged on our Ideas and Improvements forum:<http://support.knowledgetree.com/>Evaluated for roadmap based on market feedback, feasibility and other criteria. |

Target time to response begins when you notify **CREDITOR NAME** of an issue by logging issue ticket on **CREDITOR NAME**’s Enterprise Support Portal (credentials provided on contracting to designated Administrator and Administrator backup).

Target time resolution is delivered on a commercially reasonable, best-effort basis, and may be delivered as a fix or workaround.

Support business hours are defined in Section 1(a).

3. **Availability**

1. The Service is an on-demand offering that currently runs in the Amazon Elastic Compute Cloud (“**EC2™**“), a commercial hosting service provided by Amazon Web Services, LLC (“**AWS**“). This Availability SLA is based on the AWS EC2™ Service Level Agreement. **CREDITOR NAME** however reserves the right to changes its hosting service provider from time to time.
2. **CREDITOR NAME** will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage (defined below) of at least 99.9% during the Service Year (defined below). In the event **CREDITOR NAME** does not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.
3. Definitions:
	* “**Service Year**” is the preceding 365 days from the date of an SLA claim.
	* “**Annual Uptime Percentage**” is calculated by subtracting from 100% the percentage of 15 minute periods during the Service Year in which the Service was in the state of “Unavailable.” If you have been using the Service for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the Service will be deemed to have had 100% Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Service Agreement Exclusion (defined below).
	* “**Unavailable**” means that your instance of Service was down, or experienced extensive degradation in performance, or normal functioning was so impaired as to have a severe impact on your business, each during a five minute period in which **CREDITOR NAME** is unable to launch replacement instances to correct such issue.
	* A “**Service Credit**” is a dollar credit, calculated as set forth below, that may be credited back to you under this SLA.
4. **CREDITOR NAME** will use commercially reasonable efforts to: (1) provide at least 5 days of notice to you prior to any scheduled maintenance, and (2) perform scheduled maintenance during weekend hours.
5. If the Annual Uptime Percentage for you drops below 99.9%, you are eligible to receive a Service Credit equal to 10% of your monthly fee (or the equivalent pro-rated amount of your quarterly or annual fee). To file a claim, you do not have to have wait 365 days from the day you started using the Service or 365 days from your last successful claim. You can file a claim any time your Annual Uptime Percentage over the trailing 365 days drops below 99.9%.
6. **CREDITOR NAME** will apply any Service Credits only against future Service payments otherwise due from you. Service Credits shall not entitle you to any refund or other payment from **CREDITOR NAME**. Service Credits may not be transferred or applied to any other person or account. Your sole and exclusive remedy for any unavailability or non-performance of Service or other failure to provide Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.
7. To receive a Service Credit, you must submit a request by sending an e-mail message to [**Creditor’s**](http://www.knowledgetree.com/legal/live-support%40knowledgetree.com) **email address**. To be eligible, the credit request must (i) include your unique account URL in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of Unavailability that you claim to have experienced; (iii) include any information that document the errors and corroborate your claimed outage (any confidential or sensitive information should be removed or replaced with asterisks) detail as to the nature of the unavailability, including any error messages and/or service logs; and (iv) be received by **CREDITOR NAME** within thirty (30) business days of the last reported incident in the Agreement claim. If the Annual Uptime Percentage of such request is confirmed by **CREDITOR NAME** and is less than 99.9% for the Service Year, then **CREDITOR NAME** will issue the Service Credit to you within two months following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.
8. The Availability SLA does not apply to any unavailability, suspension or termination of Service, or any other Service performance issues: (i) that result from suspensions or terminations of your Service for any reason described in the **CREDITOR NAME** Terms; (ii) caused by factors outside of **CREDITOR NAME**’s reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Service; (iii) that result from any of your or a third party’s actions or inactions; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within the direct control of **CREDITOR NAME** or its computing service provider); or (v) that result from scheduled maintenance events (collectively, the “**CREDITOR NAME** Agreement Exclusions”). If availability is impacted by factors other than those explicitly listed in this SLA, **CREDITOR NAME** may issue a Service Credit considering such factors in **CREDITOR NAME**’s sole discretion.

4. **Fair Use**

**CREDITOR NAME** does not include any limits for Enterprise Customers on their use of disk storage and bandwidth as part of the Service. However, this commitment is subject to your fair use of the Service. Fair use means that: (a) your use is in compliance with all applicable laws and does not infringe any third party intellectual property rights; (b) your use is for your own enterprise and does not include an outsourcing, service bureau or general file sharing function; and (c) your use is otherwise in compliance with the **CREDITOR NAME** Terms and does not affect **CREDITOR NAME**’s ability to provide the Service to other users. Currently, storage of over 2 Terabytes of data stored or transferred per month is considered an unfair usage of our Service. Your use of the Service that exceeds this amount or that otherwise constitutes unfair usage is subject to additional fees, in **CREDITOR NAME**’s discretion. **CREDITOR NAME** reserves the right to modify this limit from time to time.