

# FlashStock Service Level Agreement

Date Updated: Jan 28th 2016.

This Service Level Agreement (“SLA”) applies to the FlashStock Platform (“Platform”). Wherever used in this Agreement, “you”, “your”, “Customer”, and similar terms mean the person or legal entity accessing or using the Platform. If you are accessing and using the Platform on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. Any terms that are not defined in this SLA shall have the meaning set forth in the [FlashStock Terms of Use](#).

## Definitions

“Service Availability” means the uptime of a Platform, and is measured by subtracting the total minutes of Service Interruption for such Platform in a given month from the total minutes in such month, divided by the total minutes in such month and then multiplied by 100.

“Service Interruption” means, except for scheduled system maintenance and implementation of scheduled upgrades, the period of time that a Platform is either (a) not available for Customer log-in or (b) substantially not functioning. API Interruptions and other circumstances beyond our control shall not constitute Service Interruptions.

“Standard Support” means the support provided by FlashStock Help Desk in response to a ticket submitted by Customer by e-mail to [support@flashstock.com](mailto:support@flashstock.com)

## Service Availability

**The Platform will achieve a Service Availability of at least 99.9% in any calendar month (the “Service Availability SLA”).** Where reasonably possible, FlashStock shall provide at least 24 hours' advance notice to Customer of scheduled maintenance or scheduled upgrades in excess of 1 hour. If FlashStock does not meet the Service Availability SLA, Customer will be eligible to receive the Service Credits described below. This Service Availability SLA states Customer's sole and exclusive remedy for any failure by FlashStock to meet the Service Availability SLA.

Our current [Service Availability Report](http://uptime.flashstock.com) can be viewed online at any time at: <http://uptime.flashstock.com>. The Service Availability calculation will be based on the Service Availability Report. This report is generated by one of our software monitoring vendors; [Pingdom](#).

<b>Service Availability of a Platform in any calendar month</b>	<b>"Service Credits" means days of Service added to the end of a Contract Term at no charge to Customer</b>
Less than 99.9% but greater than 99%	5 days
Less than 99.0% but greater than 95.0%	10 days
Less than 95.0%	15 days

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify FlashStock within 30 days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by FlashStock to Customer for all Service Interruptions that occur in a single calendar month shall not exceed 15 days of Service added to the end of Customer's Term. Service Credits may not be exchanged for, or converted to, monetary amounts.

## Exceptions

Customer shall not receive any Service Credits under this SLA, or be entitled to any other remedy or damages of any kind, in connection with any failure or deficiency of Service Availability caused by or associated with:

- Factors outside of FlashStock's reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of FlashStock or its direct hosting subcontractors (i.e beyond the point in the network where FlashStock maintains access and control over the FlashStock Platform)
- Security Updates. Any security related updates will be applied as soon as they become available. Security updates can occur on any day of the week and at any time, with or without notice to Customer.
- Due to the result of any scheduled maintenance.

## Customer Support

FlashStock will provide Customer with Standard Support 8am to 4pm Eastern Standard Time, Monday to Friday in English for tickets submitted by e-mail to [\*\*support@flashstock.com\*\*](mailto:support@flashstock.com).