

Hum Works LLC Service Level Agreement

(updated as of November 1, 2020)

Hum is providing to Customer this Service Level Agreement (this "SLA") as part of Customer's order for Subscription Services pursuant to the Hum Works LLC Master Services Agreement, the applicable Order Forms for the Subscription Services, and the relevant terms of the Documentation. Capitalized terms not defined in this SLA shall have those meanings ascribed to them in the Agreement. Hum warrants that the Subscription Services will perform in accordance with and subject to this SLA, which sets forth the Customer's sole and exclusive remedy for any breach of this warranty.

Availability

Hum will use commercially reasonable efforts to ensure that, during any given month of the Subscription Term, the Subscription Services achieve 99.0% Availability (as defined below). If the Availability Percentage (as defined below) during a given month is less than 99.0%, Customer will be eligible for a credit ("*Service Credit*") as follows:

Availability Percentage	Service Credit
98.00% - 99.00%	5%
97.00% - 97.99%	10%
95.00% - 96.99%	25%
< 95.00%	50%

Service Credit

In order to receive a Service Credit, Customer must file a support request within five (5) days after the Subscription Services were first not Available in the month in question. Failure to provide such notice will forfeit Customer's right to receive the Service Credit. The claim must include:

- the words "SLA Service Credit Request" in the subject line; and
- the dates and times of each period during which the Subscription Services were not Available for which Customer is claiming the Service Credit.

Upon receipt of a claim for a Service Credit, Hum will use reasonable efforts to confirm the claim. If the claim is confirmed by Hum based on Hum's data and records, then Hum will approve the Service Credit.

Service Credits will only be applied to future payments of fees for Subscription Services that are the basis for the Service Credit. Service Credits will not entitle Customer to any refund or other payment from Hum and cannot be applied towards other Hum products or service offerings. Service Credits may not be transferred or applied to any other account.

Definitions

"Available" or "Availability" means when Customer or Customer's users can log into the Subscription Services' web user interface. Availability excludes any period of time the Subscription Services cannot be logged into due to: (i) a failure between the Customer's or user's computing environment, computer(s), or system(s) and the Internet; (ii) factors outside of Hum's reasonable control; (iii) any action or inaction of Customer or a Customer user, administrator, or anyone acting on behalf of Customer; (iv) scheduled Maintenance; or (v) unscheduled Emergency Maintenance.

"Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during a calendar month in which the Subscription Services were not Available.

"Emergency Maintenance" is unscheduled maintenance that is necessary, in Hum's reasonable judgment, to address a recently-discovered issue in the Subscription Services that could, if left unresolved, materially threaten the security or usability of the Subscription Services, Customer Data, Hum's systems or the Customer's systems.

"Maintenance" is the time where the Subscription Services will be updated in order to deploy enhancements or fix issues. Prior to performing scheduled Maintenance which is expected to result in the Subscription Services not being Available, Hum will notify the Customer twenty-four (24) hours in advance. In the event of Emergency Maintenance, Hum will notify the Customer as soon as practical if the Subscription Services are expected to not be Available. All notices under this SLA will be provided via notification in the Subscription Services to all impacted Customers and users.

"Monthly Service Fee" is the fee applicable to a month of the Subscription Services. For annual commitments, the fee is calculated by taking the annual subscription fee for the Subscription Services and dividing by 12.

"Service Credit" is a percentage credit applicable against the Monthly Service Fee, based on the actual Availability Percentage during the applicable month.