



Service Level Agreement

This Service Level Agreement ("SLA") applies to the AccuZIP CASS RESTful API Platform or Cloud Based API Services.

Definitions

For the purposes of this Service Level Agreement the following definitions will have these meanings:

"**Monitoring Service**" is a third-party performance report provided by Provider, currently at <https://www.site24x7.com>

"**Downtime**" refers to the absence of availability of a referenced API according to the Monitoring Service. Downtime doesn't include issues or outages caused by Exclusions (defined in this SLA).

"**Excused Downtime**" are the total number of minutes that the System isn't available every month because (i) the system is down for scheduled or emergency maintenance, (ii) the client requests unscheduled downtime, or (iii) it's because of any exclusion.

"**Internet Latency**" is how long it takes a request to get a response over a public network. In this agreement, Internet Latency is explicitly excluded.

"**Uptime and Downtime Percentage**" of a System provides with an approximation of the total time the Provider has been available for Client use. Uptime and Downtime is the amount of time (in days, hours and minutes) the Service has been running (UP) or has been unavailable. Uptime is usually listed as a percentage, like 99.98% uptime for a given period of time.

Example for time period based on one (1) month. Therefore, when converted into seconds:

$$\text{MonitoringPeriod} = 30 * 24 * 60 * 60 \text{ seconds} = 2592000 \text{ seconds}$$

$$\text{DownTime} = (43 * 60) + 48 \text{ seconds} = 2628 \text{ seconds}$$

Therefore,

$$\text{DownPercentage} = (2628 / 2592000) * 100 = 0.1\%$$

"**Outage**" means when the Client can't access the System for a given amount of time.

"**Required Monthly Availability**" is the total number of minutes in the applicable month minus Excused Downtime.

"Response Time Failure" is when the Service takes longer than the Service Level Guarantee below, excluding any Internet Latency, for at least five consecutive minutes.

"Service Level Credit" is a credit calculated as described in this Addendum below: The Client must request Service Level Credits and they cannot be transferred.

"Scheduled Uptime" is calculated by subtracting the aggregate of all outages in the applicable month from the Required Monthly Availability.

"Web Service Outage" The term "slowdown" means that for a period of five (5) consecutive minutes, no traffic can be accessed or no response is received from all instances of the intended Service at the same time.

"Workaround" is a fix, patch, or bypass that Provider provides to temporarily fix an issue, so long as it doesn't adversely affect the System's functionality, compatibility, or use, and if it's not overly burdensome for Client.

Scheduled Downtime

While the Provider may schedule downtime periods ("Scheduled Downtime") to perform system maintenance, backup, and upgrade functions, it typically does so one server at a time, virtually eliminating an impact on the Client or end user. By operating redundant and alternating servers and systems, the Provider ensures uninterrupted Services. Should the need arise to perform a Scheduled Downtime, however, the Provider will notify the Client administrator via an announcement on the status page at least twenty-four (24) hours prior to the event. The duration of a Scheduled Downtime is measured as the amount of elapsed time from when the Services are not available to perform operations to when the Services become available to perform operations. Daily system logs will be used to track Scheduled Downtime and any other Service outages.

Unscheduled Downtime

Unscheduled Downtime is defined as any time outside of the Scheduled Downtime when Services are not available to perform operations, excluding any outages caused by the Internet in general, or the actions of Client, its Affiliates, or their customers. Client acknowledges that the Services may be temporarily unavailable for unscheduled emergency maintenance or because of other causes beyond Provider's reasonable control and agrees that Provider will not be liable to Client as a result of these temporary service interruptions.

Service Guarantees

CASS RESTful API: 99.98% of requests containing a single lookup, will respond within sub-500ms response times, not including external network latency. When you factor in external latency, the address lookup response will often come back within sub-100ms (this may vary widely depending on certain factors).

Exclusions

The Service Guarantees set forth above do not apply to Downtime due to circumstances reasonably outside of Provider's control, including but not limited to Downtime resulting from

- a. any Client provided data or programming errors;
- b. Client's failure to adhere to the Technical Requirements listed below;
- c. system administration, commands or file transfers performed by Client or its users;
- d. work or activities performed at Client's request;
- e. denial of service attacks;
- f. untimely Client response time to incidents that require Client participation for source identification and/or issue resolution;
- g. failure of non-Provider managed Client or user hardware or software;
- h. any unavailability, suspension, or termination of account;
- i. any *Force Majeure* events such as acts of war, terrorism and foreign enemies, natural disaster of overwhelming proportions, grand-scale discontinuation of electrical supply, or any other unforeseeable circumstances beyond the control of the Parties which cannot be avoided even by using its best efforts.

Technical Requirements

The failure to meet these minimum requirements could result in connectivity issues and service interruptions, which will not be covered by any of the Service Level Agreements we offer as a result.

Because our services are geo-distributed, the IP addresses of our servers will change on a regular basis and without notice due to changing and unpredictable patterns of network traffic according to the location of our servers.

Resolve DNS According to Published TTLs

To prevent unexpected outages, you should ensure that your software stack is correctly resolving DNS on a regular basis.

Do not hard code our SSL certificates. Our certificates are rotated before their expiration dates and we may change issuers at any time. We use Google-managed SSL certificates. These are Domain Validation (DV) certificates that Google Cloud obtains and manages for our domains. They support multiple hostnames in each certificate, and Google renews the certificates automatically.

Comply with the HTTP, URI, and JSON specifications

When sending or receiving data from our service, you will be using HTTP and URIs, and will often be using JSON.

Our service must receive well-formed payloads from your software; there are no exceptions to this rule.

Ensure that URIs and query strings are properly formed and that query string parameters are URL-encoded. For example, application/json payloads should always be parsed as JSON. When dealing with JSON payloads, your software should be fully compliant with the JSON specification according to ECMA-404, the JSON data interchange syntax. 2nd edition, December 2017. JSON is a lightweight, text-based, language-independent syntax for defining data interchange formats. It was derived from the ECMAScript programming language, but is programming language independent. Our API produces valid JSON according to this standard, including whitespace between tokens. We are not responsible for problems resulting from handling JSON data improperly.

With any serialization format (including URI query strings), understand that we will add fields to the response from time to time. Your code should be able to support the addition of data/fields in our response without breaking; that is one of the benefits of the JSON interchange format. For example, suppose your code was written to handle a response from our API that looked like this:

```
{
  "Addr_Result": [{
    "foreignid": "89d4dca1-4452-4e32-a38b-57f082055897",
    "dadl1": "2450 S Shore Blvd Ste 125",
    "dlast": "League City TX 77573-2996"
  }]
}
```

If a new field was added later, e.g., "county_name", your application should be able to handle it with no problems:

```
{
  "Addr_Result": [{
    "foreignid": "89d4dca1-4452-4e32-a38b-57f082055897",
    "dadl1": "2450 S Shore Blvd Ste 125",
    "dlast": "League City TX 77573-2996",
    "county_name": "Galveston"
  }]
}
```

In the same way, a field with null values, empty values, false values, or zero values may not be serialized into the response at all in order to save processing time and bandwidth. The code you are developing should be able to handle fields that are missing as well as fields that are being added. The ideal way for your code to access values would be to access them through their keys, not through their position or offset.

Retry Requests

HTTP is a stateless, unreliable protocol built atop TCP with no delivery guarantees. It is important for clients who access our API to build in a retry mechanism so that they can make sure that they get their packets back in case they are dropped, or connectivity is interrupted due to unforeseen circumstances and changing network conditions.

Support Services

Provider shall respond promptly and maintain a help desk staffed with personnel to answer questions from Client by telephone, email, or chat between the hours of 8am – 5pm MST, Monday – Friday, excluding the following commemorated US holidays throughout the year: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. We'll take care of your maintenance and support without charging you extra.

Service Level Credits

Upon request by the Client, in the event that the Provider does not meet the service levels specified above during any given month, the Client will be issued a service level credit based on the following formula:

- a. Service Level Credit = ((Unscheduled Downtime) / (Scheduled Uptime)) x total monthly subscription fee (pro-rated if fees are annual basis).
- b. Clients must apply credit toward the purchase of services from the Provider in order to receive credit.
- c. A Client may immediately terminate the Agreement without further notice if the Provider fails to meet the Scheduled Uptime requirement in any two consecutive months out of any four consecutive months during the term, in addition to and cumulatively with all other remedies available to the Client under the Agreement.
- d. In the event of a Service Level Credit going into a Client’s account, it will be credited for future use only and has no cash value or refund options.

Reporting

If a customer reports an issue to the provider's customer support team, the provider will provide support services in accordance with the response requested. Information provided by the Client must be accurate and detailed in order for the Provider to reproduce and resolve issues.

Escalation Policy

In the event that a problem has not been corrected, a workaround has not been provided, or the Provider response requires additional attention, the Client may escalate attention to the problem by contacting the Provider and asking directly to speak with a manager or senior developer about the issue. Contact information can be found at accuzip.com/contact.