

CODENVY SERVICE LEVEL AGREEMENT

This Codenvy Service Level Agreement (“SLA”) is a policy governing the use of Codenvy Hosted Services (“**Hosted Services**”) under the terms of the Codenvy Customer Agreement between Codenvy, Inc. (“**CODENVY**”, “**us**” or “**we**”) and customers of CODENVY’s Hosted Services (“**you**”). This SLA applies separately to each account using the Codenvy Hosted Service. Unless otherwise provided herein, this SLA is subject to the terms of the Codenvy Agreement and capitalized terms will have the meaning specified in the Codenvy Agreement. We reserve the right to change the terms of this SLA in accordance with the Codenvy Agreement.

Effective Date: 16 October 2013

1. Service Commitment

CODENVY will use commercially reasonable efforts to make Codenvy Hosted Service available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the “**Service Commitment**”). In the event Codenvy Hosted Service does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

2. Definitions

2.1 “**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which Codenvy Hosted Service, as applicable, was in the state of “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).

2.2 “**Unavailable**” and “**Unavailability**” mean that the IDE hosted at Codenvy.com for which your workspace is hosted is “Unavailable” to you, or the standard REST APIs that act as the core interface to the Hosted Service are “Unavailable”.

2.3 “**Service Credit**” means a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for either Codenvy Hosted Service (whichever was Unavailable, or both if both were Unavailable) for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	10%

We will apply any Service Credits only against future Codenvy Hosted Service payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from CODENVY. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the CODENVY Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Codenvy Hosted Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

4. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case by sending an email to support@codenvy.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include: the words “SLA Credit Request” in the subject line; the dates and times of each Unavailability incident that you are claiming; and your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

5. Codenvy Hosted Service SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Codenvy Hosted Service account, or any other Codenvy Hosted Service performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Codenvy Hosted Service; (ii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iii) that are related to normal maintenance cycles for Codenvy Developer and Codenvy ISV such that those maintenance cycles do not cause unavailability for more than 30 minutes in a week; or (iv) arising from our suspension and termination of your right to use Codenvy Hosted Service in accordance with the Codenvy Agreement (collectively, the “Codenvy SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.