

Service Level Agreement

Polar TEP services will be available 99% of the time every month. If Polar TEP does not meet this guarantee, you will be eligible to receive a Service Credit as described below.

Defining unavailability

A Polar TEP API will be considered fully or partially unavailable when API is inaccessible from any location (in which case availability for the API for the relevant time period will be calculated as the fraction of your API requests that are failing worldwide).

Uptime in a month will be calculated across APIs based on the uptime of each individual API you use during the month, weighted by the fraction of all your Polar TEP API requests accounted for by each API during that month. For purposes of this guarantee, a "month" means a calendar month.

Service credits

Service credits are calculated as a percentage of the total charges you owe us for Polar TEP services each month, or your annual fee divided by 12, as follows:

Total Available Uptime (across all APIs) per month	Credit Amount
100% - 99%	0%
99% - 95%	10%
Less than 95%	25%

To receive a credit, you must contact Polar View within 30 days following the end of the unavailability via email at info@polarview.org and include the dates and times of unavailability. If we confirm that the uptime percentage in a month covered by your request is below 99%, we will issue you the service credit. Service credit is added to the end of your term for the service, and cannot be exchanged for, or converted to, monetary compensation. The maximum service credit that we will issue for downtime in a month is 25% of the fees you otherwise owe us for that month.

This Service Level Agreement is your sole and exclusive remedy (and our sole liability) for unavailability of our services.

Limitations

A period of unavailability is excluded from the service level guarantee, and will not count towards unavailability calculations for purposes of service credits, if:

- the unavailability is due to scheduled maintenance, provided we notify you at least 5 days in advance;
- the unavailability is due to Data providers failing to provide the data;
- you are in breach of your services agreement with us (including your payment obligations to us), or the unavailability is otherwise due to your actions;

- the unavailability is caused by factors outside of our reasonable control, including a force majeure event; internet access problems; blocking, filtering, or censorship of our services by a government or other third party; or other problems beyond our services.