Cloud Talent Solution (https://cloud.google.com/talent-solution/) Resources

Talent Solution Service Level Agreement (SLA)

Last modified: January 9, 2020 | Previous Versions (#previous-versions)

During the Term of the of the agreement under which Google has agreed to provide Google Cloud Platform to Customer (as applicable, the "<u>Agreement</u>"), the applicable Covered Service(s) will provide a Monthly Uptime Percentage to Customer as follows (the "<u>Service Level Objective</u>" or "<u>SLO</u>"):

Covered Service	Monthly Uptime Percentage
Talent Solution Job Search	>= 99.5%
Talent Solution Profile Search (Beta)	>= 99.5%

If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement authorizes the resale or supply of Google Cloud Platform under a Google Cloud partner or reseller program, then all references to Customer in this SLA mean Partner or Reseller (as applicable), and any Financial Credit(s) will only apply for impacted Partner or Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

- "Covered Service" means Talent Solution Job Search and/or Talent Solution Profile Search (Beta), as applicable.
- "Downtime" means average latency of greater than five seconds. Downtime is measured based on server side error rate.
- "Downtime Period" means a period of ten consecutive minutes of Downtime. Intermittent
 Downtime for a period of less than ten minutes will not be counted towards any
 Downtime Periods.
- "Financial Credit" means the following for the Covered Services (except as otherwise set forth below)

Monthly Uptime Percentage	Percentage of monthly bill for the applicable Covered Service(s) which does not meet SLO that will be credited to future monthly bills of Customer
99.00% - < 99.5	% 10%
95.00% - < 99.00%	25%
< 95.00%	50%

- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
- "Scheduled Downtime" means those times where Google notifies Customers of periods of
 Downtime five days before the commencement of such Downtime. There will be no more
 than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not
 considered Downtime for purposes of this Talent Solution SLA, and will not be counted
 towards any Downtime Periods.

Customer must request financial credit

In order to receive any of the Financial Credits described above, Customer must <u>notify Google</u> <u>technical support</u> (https://support.google.com/cloud/contact/cloud_platform_sla) within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum financial credit

The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the applicable Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the SLA (in the associated Documentation) or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas listed in the Admin Console.

Previous Versions

• <u>June 7, 2019</u> (https://cloud.google.com/talent-solution/sla-20190607)

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