

# Service Level Agreement



## Support Response Times

- Chargifi will apply the following service levels. Chargifi’s (or the authorized reseller’s as appropriate) End User support is hereafter referred to as “First Line Support”. The end users (and as appropriate, authorized resellers) are further supported by “Chargifi Technical Support”.
- Service requests made by End Users will be handled in accordance with the following procedures. First Line Support shall use all reasonable and technically feasible means to diagnose and provide problem resolution for all problems reported by an End User.
- When the End User requires support, First Line Support is responsible for logging the contact and assigning an Urgency Level described below. First Line Support has responsibility for ensuring that the End User understands, and is satisfied with, the actions that First Line support will take and the timing of those actions.
  - **Urgency Level 1** Definition: a pervasive problem impacting the function of the whole installation, the denial of analytics data across the whole installation and/or where the inability to connect via Integrations (only with respect to Chargifi’s system and software) is restricting the End User’s ability to conduct business.
  - **Urgency Level 2** Definition: a problem impacting the functional analytics data. Not impacting the ability to connect via Integrations. Minimal impact on the End User’s ability to conduct business.
  - **Urgency Level 3** Definition: Little or no impact on the End User’s ability to conduct business.
  - **Urgency Level 4** – Definition: No impact on the End User’s ability to conduct business.

Urgency Level	Company response requirements	Joint action plan	Status updates	Interim fix target	Resolution target
1	Within 24 hrs	Within 48 hrs	Per action plan > 1 every 24 hours	24 hours, fix problem or provide workaround. Work to downgrade to severity 2	Within 24 hours fix problem or provide workaround. Work to downgrade to Urgency Level 2
2	Within 72 hrs local time: otherwise next business Day	Within 4 business days	Per action plan -> twice per week	N/A	Provide a solution / fix within an average of 20 days
3	Within 5 business days	Within 15 business days	Per action Plan -> once per week	N/A	Within an average of 30 days, provide a solution or a a plan to resume service
4	Engineering review / Respond within 30 days of the escalation			N/A	Within an average of 30 days, provide a solution or a a plan to resume service



## Uptime

This SLA covers Chargifi’s obligation to provide the Chargifi Covered Services to be operational and available to the End User at least 99% of the time in any calendar month (the "Chargifi Service Level Agreement (SLA)"). If Chargifi does not meet the SLA, and the authorized Reseller or the End User as appropriate will be eligible to receive the Service Credits described below. Subject to contract, this Chargifi SLA states the sole and exclusive remedy for any failure by Chargifi to meet the SLA.

- **Definitions:**

The following definitions shall apply to this SLA

- **"Downtime"** means if there is more than a five percent user error rate. Downtime is measured based on server side error rate.
- **"Chargifi Covered Services"** means the Software.
- **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- **"Service Credit"** means the following that Chargifi will add a certain number of days of

Monthly Uptime Percentage	Days
≥95% - < 99%	3
>90% - ≤ 95%	5
<90%	10

Licensee Must Request Service Credit In order to receive any of the Service Credits described above, Licensee must notify Chargifi within thirty days from the time Licensee becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Licensee's right to receive a Service Credit.

- **Maximum Service Credit:** The aggregate maximum number of Service Credits to be issued by Chargifi to Licensee for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Licensee's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing Licensee's account). Service Credits may not be exchanged for, or converted to, monetary amounts.
- **Chargifi SLA Exclusions:** The Chargifi SLA does not apply to any services that expressly exclude this Chargifi SLA (as stated in the documentation for such services) or any performance issues: (i) caused by "Force Majeure" or (ii) that resulted from Licensee's equipment or third party equipment, or both (not within the primary control of Chargifi)