

Service Level Agreement

This Service Level Agreement (this “**SLA**”) is supplementary to the **Master Platform Subscription Agreement for Enterprise** between **PromoRepublic** and the entity or person(s) identified as Customer in the **Order Form (“Platform Subscription Agreement”)**. Any capitalized terms used but not defined in this SLA shall have the meanings given to them in the Platform Subscription Agreement.

During the Term of the Platform Subscription Agreement, PromoRepublic will operate and maintain the Platform in accordance with the terms of this **SLA**.

1. Definitions

- 1.1. “**Downtime**” means the time in which any Platform Service is not capable of being accessed or used by Customer, as monitored by PromoRepublic or reported by Customer.
- 1.2. “**Monthly Uptime Percentage**” means the 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. Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any SLA Exclusion.
- 1.3. “**Scheduled Maintenance**” means scheduled routine maintenance on the Platform (e.g., router replacement, application upgrade, server patches, etc.).
- 1.4. “**Service Credit**” means a credit denominated in US dollars, calculated as set forth in Section 3.1. Below.

2. Availability

- 2.1. PromoRepublic will use commercially reasonable efforts to make the Platform available to Customer with a Monthly Uptime Percentage of at least 99.95% during the month (the “**Service Commitment**”). Subject to the Scheduled Maintenance and SLA Exclusions, if PromoRepublic does not meet the Service Commitment, Customer will be eligible to Service Credit.
- 2.2. PromoRepublic shall use its commercially reasonable efforts to perform Scheduled Maintenance between the hours of 11 p.m. and 6 a.m. Eastern time, on weekends and/or on holidays, and to minimize the associated Downtime. PromoRepublic will give Customer at least seventy-two (72) hours prior written notice (email to suffice) of any Scheduled Maintenance that will materially impact the availability or performance of the Platform Services.

3. Service Credits

- 3.1. Service Credits are calculated on a monthly basis as a percentage of the charges attributable to the affected resources for the month in which the Downtime occurred in accordance with the schedule below:

Availability	Service Credit
Less than 99.95% but \geq 99.5%	10%
Less than 99.5% but \geq 99.0%	20%
Less than 99.0% but \geq 98.7%	30%
Less than 98.7%	50%

- 3.2. Service Credits shall be applied against future payments for the Platform Services or any other additional services.
- 3.3. To receive a Service Credit, Customer must submit a claim by emailing support@promorepublic.com within 5 business days since Downtime was faced by Customer.

4. Technical Support

- 4.1. PromoRepublic shall provide day-to-day customer service support through its customer support group available at support@promorepublic.com (or such other email address as PromoRepublic may provide from time to time) as well as assign a dedicated account manager to operate as primary point of contact with Customer. PromoRepublic shall respond to support requests within forty-eight (48) hours from Monday to Friday (24/5), excluding official holidays. Support language is English.
- 4.2. PromoRepublic shall use its commercially reasonable efforts to respond to and remedy any defect, bug, or other issue affecting the Platform that is reported with reasonable detail to the PromoRepublic account manager assigned to Customer within the following time frame:

Priority	Description	Remedy Time
Critical	Situation prevents further work, and no workaround is available	4 hours
High	Urgent situation that must be resolved within 24 hours, but Customer is able to continue working	1 business day
Low	Working with the problem is inconvenient, but not impossible	3 business days
Routine	Situation is commonplace within the normal course of business.	6 business days

- 4.3. PromoRepublic shall reasonably update Customer of the status of the issue until it is resolved.
- 4.4. In the event that PromoRepublic has been properly notified of an incident of Critical Priority and such incident is not resolved within a commercially reasonable period of time, PromoRepublic will make available within twenty-four (24) hours the necessary personnel to discuss and make a resolution plan for the issue for Customer.

5. Exclusions

5.1. This SLA is written in good faith. PromoRepublic will always do everything possible to rectify every issue in a timely manner. However, there are exclusions. This SLA does not apply to:

- Any software, services, or any part of the Platform not listed in the Order Form.
- Software or services not purchased via and managed by PromoRepublic.

5.2. Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is **not recommended**.
- The Customer has made unauthorized changes to the configuration or set up of affected software or services.
- The Customer has prevented PromoRepublic from performing required Scheduled Maintenance.
- The issue is outside of the direct control of PromoRepublic or its subcontractor(s), including any force majeure event; computer,



telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within PromoRepublic's possession or reasonable control, the failure or unavailability of Customer's systems, the failure of any other technology or equipment used by Customer to connect to or access the Service, outages of connected Social Media platforms.

- 5.3. This SLA also does not apply if Customer is in breach of the Platform Subscription Agreement for any reason (e.g. late payment of fees, improper use, violation of terms, etc.)