

SCALEFLEX SUPPORT POLICY

Service Level Agreement terms applicable to Scaleflex Customers

Last Updated on 05.08.2021

1. Definitions

a) “Monthly Availability Percentage” means, in respect of a calendar month, the monthly availability percentage for Scaleflex Technology calculated as follows (and expressed as a percentage): $A/(B - C)$, where “A” means the number of minutes when the Scaleflex Technology was available in that month and the number of minutes in that month when the Scaleflex Technology was unavailable for less than 5 consecutive minutes (but excluding the number of minutes counted as “C”); “B” means the number of minutes in that month; and “C” means the number of minutes in that month when the Scaleflex Technology was unavailable as a result of a Scaleflex Technology Exclusion. As used in this definition, “available” means that the Scaleflex Technology is available for Customer’s use to transmit and receive messages, as measured by Scaleflex Technology’ server logs, and “unavailable” has the opposite meaning.

b) “Monthly Availability SLA” has the meaning set out in Section 4 of this Appendix - “Scaleflex Support Policy”.

c) “Scheduled Downtime” has the meaning set out in Section 4(b) of this Appendix - “Scaleflex Support Policy”.

d) “Service Level” or “SLA” means the service level performance standards described in Sections 4 of this Appendix - “Scaleflex Support Policy”.

e) “Service Credit” means the amounts that Scaleflex may credit to Customer for one or more SLA Failures as set out herein.

f) “SLA Failure” means any failure by Scaleflex Technology to attain an SLA in a calendar month that is not caused, directly or indirectly, by a Scaleflex Technology Exclusion.

g) “Scaleflex Technology Exclusion” has the meaning set out in Section 6 of this Appendix - “Scaleflex Support Policy”.

h) “Scaleflex Technology SLA Support Channels” means the email address at SLA@scaleflex.com.

2. Scaleflex' Support Limitations

- a) Scaleflex shall provide Customer with technical support SLA to all Commercial plans, except for Free account.
- b) Scaleflex shall provide Customer with 'Best Efforts' technical support and no SLA to any special online deals coupon unless a different level of support is stated in the online deals terms and conditions.
- c) Scaleflex will provide Customer with technical support in English language to all plans and may eventually support additional languages like French or German.

3. Scaleflex' Support Obligations

- d) Scaleflex shall provide Customer with technical support during Business Hours defined as:
 - Monday through Friday 9am to 5pm Central European Time for Standard Plan
 - Monday through Friday 8am to 6pm Central European Time for Advanced Plan
 - And 24/7 for Premium Plan.

Depending on the Support Plan agreed (Standard, Advanced or Premium), Support will be provided through email/ticket and/or chat and may include access to a named support engineer. For general issues and inquiries, Scaleflex guarantees a response time of 24 Business Hours, and for degraded service of the Scaleflex Technology, Scaleflex guarantees a response time of 4 hours during Business Hours.

- e) In the event the Scaleflex Technology becomes unavailable for more than 5 consecutive minutes ("Services Outage"), Customer will have access to 24x7 email support with a guaranteed response time of 1 hour.

Scaleflex Technology shall provide Customer from time to time with standard operating procedures for implementing the technical support. These procedures may be modified at Scaleflex' discretion, with thirty (30) days prior written notice to Customer.

4. Monthly Availability SLA

a) Scaleflex will use commercially reasonable efforts to make the Scaleflex Technology available with a Monthly Availability Percentage of at least 99.90% in any calendar month during the Term (the “Monthly Availability SLA”).

b) Scaleflex Technology Upgrades and Scheduled Downtime. Scaleflex may, at its discretion Modify the Scaleflex Services, which may require a period of unavailability of the Scaleflex Technology Service. Scaleflex will use commercially reasonable efforts to limit such unavailability to under 4 hours and to provide 72-Hours’ notice to Customer of such unavailability (“Scheduled Downtime”).

c) If Scaleflex fails to meet the Monthly Availability SLA in any month during the Term for reasons other than an Scaleflex Technology Exclusion, Scaleflex will credit to Customer a Service Credit in an amount that is up to 10% of the Fees received by Scaleflex for that month per the procedures in section 5 of this Appendix - “Scaleflex Support Policy”.

5. Credit Request and Reimbursement Procedures

a) To receive a Service Credit, Customer must submit a claim to Scaleflex Technology through the Scaleflex Technology SLA Support Channels. To be eligible, the Service Credit claim must be received by Scaleflex within the calendar month subsequent to the SLA Failure and must include:

- i. the words “SLA Credit Request” in the subject line;
- ii. the applicable calendar month and the specific date, time (including time zone), duration, and services impacted in respect of each alleged incident that contributed to an SLA Failure in respect of which the claim is made;
- iii. the affected Customer Account; and
- iv. documented evidence that corroborates Customer’s claimed incident that contributed to an SLA Failure (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

b) Notwithstanding anything in this Appendix - “Scaleflex Support Policy”, any failure by Customer to provide sufficient details and other information to confirm and corroborate the Service Credit claim as required above will disqualify Customer from receiving a Service Credit for such claim.

c) If a Service Credit claim is made in accordance with this Section 5 and Scaleflex has confirmed that a SLA Failure has occurred, then Scaleflex will apply the Service Credit against the Fees payable by Customer for the subsequent month following the month in which the Service Credit claim was confirmed.

d) Except as expressly set out herein, a Service Credit will not entitle Customer to any refund or other payment from Scaleflex. Customer's sole and exclusive remedy for any SLA Failure is the receipt by Customer of a Service Credit (if eligible) in accordance with the terms of this Appendix - "Scaleflex Support Policy".

6. Scaleflex Technology Exclusions

No failure by Scaleflex Technology to attain a SLA will be considered an SLA Failure and no Service Credit will be provided in respect of such failure, if such failure to attain an SLA is caused, directly or indirectly, by (each, a "Scaleflex Technology Exclusion"):

- a) FREE, STARTUP and PRO Plans
- b) Scheduled Downtime;
- c) any actions or omissions of Scaleflex Technology when complying with the request or acting under the direction of Customer;
- d) access or use of the Scaleflex Technology by Customer, Agents, or End-Users contrary to this Agreement;
- e) Customer's breach of this Agreement;
- f) Customer's untimely response, or non-response, to incidents that require Customer's participation (including participation in the source identification or resolution of incidents), as determined by Scaleflex;
- g) failures, degradations, or fluctuations in electrical, connectivity, network, or telecommunications equipment or lines, including failures, degradations, or fluctuations caused by Customer's conduct or circumstances beyond Scaleflex' control;
- h) Customer's or a third party's equipment, software or other technology, including Third Party Services, not within the sole and exclusive control of Scaleflex;
- i) the limitation or suspension of the Scaleflex Technology due to circumstances reasonably believed by Scaleflex to be a significant threat to the normal operation of the Services, Scaleflex platform, the operating infrastructure, the facility from which the Services, Scaleflex Technology, are provided, or the integrity of Service Data (e.g., a hacker or a virus attack);
- j) modifications to the Scaleflex Services not made or authorized by Scaleflex in writing, including custom HTML, CSS, or JavaScript;
- k) the unavailability of components of the Scaleflex Technology which are not essential in the delivery of Scaleflex Services messages between Customer's application and Agents and/or End-Users, such as, but not limited to Scaleflex Website, reporting services, or administration tools;
- l) the unavailability of "alpha", "beta", "Early Access Program," "trial" features, Additional Features, or features released for testing purposes;

- m) caused by Internet access or related problems beyond the demarcation point of Scaleflex;
- n) arising from Scaleflex' suspension or termination of Customer's right to use the Scaleflex Technology; or
- o) denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labour disputes, acts of civil disobedience, acts of war, and other events beyond Scaleflex' reasonable control.

7. Modifications

You acknowledge that Scaleflex may modify the support services it offers under these terms at any time.