



Service Level Commitments

Last updated – June 2021

This document set forth the terms pursuant to which Ayyeka Technologies Ltd. (“**Company**”) will provide you with support and maintenance for Company’s software and/or hosted services, provided that your account is in good standing. You are responsible for providing support to your employees, consultants and other end users, and shall remain the point of contact for all of the foregoing.

Uptime and Scheduled Downtime

1. **Service Commitment.** Company will use its commercially reasonable efforts to ensure that the Uptime of the Solution equals or exceeds 99.9%. Company’s daily system logs will be used to track Uptime. “**Uptime**” means the total number of minutes in a calendar month, minus the total number of minutes in that calendar month that comprises **Unscheduled Downtime**, divided by the total number of minutes in a calendar month.

2. **Scheduled Downtime.** A minimum of advance notice will be provided for all scheduled downtime to perform system maintenance, backup and upgrade functions for the Solution (the “**Scheduled Downtime**”). Company will notify you (including via email) of any Scheduled Downtime that will exceed one (1) hour. The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the Services are not available to perform operations, to when the Services become available to perform operations.

3. **Unscheduled Downtime.** **Unscheduled Downtime** is measured in minutes and is defined as any time outside of Scheduled Downtime when the services are not available. **Unscheduled Downtime** does not include problems resulting from (i) your actions and inactions, or the actions and inactions of your employees, consultants, service providers and users, (ii) your equipment and/or third-party equipment to the extent not within Company’ control, such as third-party hosting or cloud services or (iii) the unavailability of or problems in the Internet or cellular network.

4. **Your Responsibilities.** You shall assign at least one and up to four named contact persons that will be permitted to contact Company for support. Your contact persons should have reasonable knowledge of the Platform and of the underlying technologies. You acknowledge that compliance with your obligations hereunder is an essential condition to Company’ provision of support and maintenance hereunder.

5. **Service Credit.** Company will provide you with the amount of service credits below in the event that in any specific calendar quarter the Uptime of the Solution does not equal or exceed the corresponding percentage set forth in the table below. If you believe you are entitled to a service credit, you must notify Company in writing within 10 days of the conclusion of the applicable calendar month or else forfeit such credit. In the table below, service credits will equal a dollar value equal to the percentage indicated of the amount invoiced by Company in the quarter that the applicable Uptime levels were not attained. Service credits may only be applied against the following invoice issued by the Company and otherwise have no value, cash or otherwise.

Service Credit	Uptime
5%	99%
5%	98%
5%	97%