



## SERVICE LEVEL AGREEMENT

1.1 This Service Level Agreement (“**SLA**”) is a policy governing the use of the Service Provider’s API and/or Web/Mobile SDK (**depending on which type of integration is chosen, hereinafter the “Service”**) between ASOL INCORPORATED (the “**Service Provider**”) and the user of the Service – **[CUSTOMER]** (the “**Customer**”).

1.2 Except as otherwise provided herein, this SLA is subject to the terms of the Agreement. Terms not otherwise defined herein will have the meaning given to them in the Agreement.

1.3 Service Availability: “**Service Availability**” means that the Service may be accessed and used by the Customer for the Business Purpose and in accordance with the Permitted Purpose.

1.4 Uptime commitment: the Service Availability of the Service shall be ninety-nine and five tenths percent or more (99.5%) in each calendar month.

1.5 Uptime measurement: the Service Provider will measure uptime by checking the response of the Service. Every one (1) minute, a third-party service will attempt to access the Service. If the service does not receive a successful HTTPS response – that is, a HTTPS response code of 2XX or 3XX – then that will count as one minute of downtime. The unavailability of the Service will be calculated from the time that such unavailability is reported by the Customer to the Service Provider at [info@advntg.ai](mailto:info@advntg.ai).

1.6 Service Credits: If the Service Provider fails to meet the Uptime commitment during any one calendar month period, then the Customer will be eligible for a service credit (the “**Service Credit(s)**”) in the amount of five percent (5%) of the monthly fee agreed in Order Form. For every additional one (1) percent of the calendar month that the Uptime commitment is not met, the Customer will be eligible for an additional Service Credit in the amount of five percent (5%) of the monthly service fee agreed in Order Form, up to 50% of the monthly service fee agreed in Order Form.

1.7 Credit requests and Payment: To request a credit, the Customer sends email at [info@advntg.ai](mailto:info@advntg.ai) within 15 working days of the end of the calendar month in which the failure occurred. The Customer must include either username or API key, and dates and times of unavailability. If the Service Provider confirms that the Customer is owed Service Credits, the Service Provider shall issue a credit to the Customer’s account within ten (10)

business days. Credits may only be used against future billing charges. The Service Credits shall be the Customer's sole and exclusive remedy for any failure of the Service Provider to operate in accordance with the SLA save that if the Service Provider breaches this SLA three or more times in any 4 months period, the Customer may terminate the Agreement subject to giving the Service Provider prior written notice.

1.8 Exclusions: The calculation of Uptime commitment excludes instances of: force major events, Scheduled Maintenance, or Emergency Maintenance. Scheduled Maintenance means Service Provider may conduct up to five (5) hours per calendar month of scheduled maintenance for purposes of performing maintenance on the System, or installing upgrades, fixes or reconfigurations. Emergency Maintenance means Service Provider may conduct emergency maintenance with no prior notice in order to resolve server security issues or other emergency issues. Service Provider will use best endeavours to notify Customer at the beginning and end of such maintenance, and will provide details on the nature of the work being performed.