

## Vitalchat Standard Service Level Agreement for Partners

1. **Definitions.** “Available” means that the Subscription Services can be accessed by authorized Users. “Permitted Downtime” means times during a given month when the Subscription Services are not Available due to (a) reasonable and customary scheduled maintenance; or (b) events described in Section 2.
2. **Commitment.** Vitalchat promises that the Subscription Services will be Available at least ninety-nine and five-tenths percent (99.5%) of the time during each calendar month, excluding Permitted Downtime (such periods of Availability, “Required Uptime”) so long as Partner promptly notifies Vitalchat when Partner becomes aware that the Subscription Services are not Available. Partner’s exclusive remedy, and Vitalchat’s sole liability, for breach of this warranty is for Partner to request, within ten (10) days after the conclusion of the calendar month in which the breach occurred, that the applicable End-Customer subscription term be extended by the number of minutes equal to the Required Uptime less the actual number of minutes (rounded to the nearest minute) that the Subscription Services were Available during the calendar month (the “Credit”). Such requests for Credit must be accompanied by dates and exact times when the Subscription Services were not available.
3. **Trademarks**

Vitalchat’s primary logo is:



VITALCHAT

1. **Color and Modification.** You may only show the logo in Vitalchat purple, white, or black and white. Do not alter, rotate, or modify the logo. Do not animate the logo or put any graphic elements or bubbles on it.
2. **Clear Space and Minimum Size.** When you use the logo with other visual elements, make sure there is enough space around the log and ensure that the space around the logo is at least the equal amount of height.
3. **Modification of this Schedule.** For the avoidance of doubt, Vitalchat shall have the right to make any modifications to the trademarks. Such modifications shall be effective upon delivery of such notice to the Partner.