

DAZZ SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the Dazz Master Subscription Agreement or other agreement for Dazz services (the “Agreement”) entered into between Dazz Inc. (“Dazz”) and the Customer (“Customer”).

All capitalized terms not defined herein shall have the meanings given to them in the Agreement.

1. Dazz Technical Support & Problem Resolution

Contact methods and Operating Hours - Dazz will provide support from 8:00am – 6:00pm ET Monday – Friday (“Business Hours”).

Support is available via email support@Dazz.io.

Dazz support services are categorized and responded to, in accordance with the priority level assigned to each such support matter. The severity level of each support matter will be determined by Dazz at the time of submission and may be updated by the Dazz Support team:

Priority Level	Description	Enterprise Support Response Time	Standard Support Response Time
1– Urgent	Customer reports a malfunction that (a) renders the Dazz Service inoperative or intermittently operative, (b) causes any material feature within the Services to be unavailable, (c) causes a complete failure of the Dazz Service.	2 Business Hours from service request submission	4 Business Hours from service request submission
2 – High	Customer reports a malfunction that (a) renders a required feature of the Dazz Service inoperative or intermittently operative or (b) substantially degrades performance of the Service in a production environment	4 Business Hours from service request submission	12 Business Hours from service request submission
3- Medium	Customer reports a malfunction that (a) renders an optional feature within the Service inoperative or intermittently operative or (b) causes a minor impact on Customer’s use of the Dazz Service	12 Business Hours from service request submission	24 Business Hours from service request submission
4 – Low	Customer reports a malfunction (a) that has a minor effect on the Dazz Service functionality, (b) cosmetic flaws or (c) inquiries	48 Business Hours from service request submission	72 Business Hours from service request submission

	and questions about configuration and management of the Dazz Service.		
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Dazz shall use its best commercial efforts to deploy updates and patches in a non-disruptive manner.

2. Service Availability

During the term of the Agreement, Service Availability shall be as follows:

Monthly Service Availability	99%
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“Monthly Service Availability” means the total number of minutes in a calendar month, minus the number of minutes of Downtime incurred in such calendar month, divided by the total number of minutes in such month.

“Downtime” shall mean minutes in which the Service is completely unavailable and inactive while the Customer’s systems and internet connection are working properly as determined solely by Dazz, other than unavailability due to: (i) scheduled maintenance; (ii) incidents that are caused due to a Service Exclusion detailed in Section 3 below; (iii) separate instances of Service unavailability of less than five (5) minutes duration each; (iv) any time where Dazz is waiting for information from the Customer; (v) issues related to third parties applications, services or products; (vi) any products or features identified as pilot, pre-release, beta or similar; (vii) external network or equipment problems outside of Dazz’s reasonable control, including communication issues between Customer endpoints and systems and Dazz servers;.

If scheduled maintenance is necessary, Dazz will provide Customers at twenty-four (24) hours advance notice. Within twelve (12 month) period, scheduled maintenance will not exceed a cumulative 48 hours.

3. Service Exclusions

This SLA does not apply to any performance or availability issues to the extent resulting from:

- (a) Factors outside Dazz’s control (such as but not limited to network coverage)
- (b) Use or combination of Customer or third-party hardware, software, applications or services not authorized or provided by Dazz;
- (c) Customer action or inaction including without limitation use the Service not in accordance with Dazz’s Documentation or written instructions or maintenance of the service by persons not authorized by Dazz; or
- (d) A force majeure event.

Remedies

In the event that 99.0% Monthly Service Availability isn’t achieved by Dazz for a particular month, Customer may request a service credit based on the following:

Monthly Service Availability	Service Credit
Under 99.0% but greater than or equal to 95.0%	10% of the Monthly Subscription Fees

Under 95.0% but greater than or equal to 90.0%	25% of the Monthly Subscription Fees
Under 90.0%	50% of the Monthly Subscription Fees

In order to request any of the service credits described above, Customer must notify Dazz technical support by emailing support@Dazz.io no later than fourteen (14) days from the time Customer experiences Service unavailability and deems that it is eligible to receive a service credit. If a dispute arises with respect to service credits eligibility, Dazz will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Dazz will make available for Customer's review at Customer's request. The aggregate maximum percentage of service credits to be issued by Dazz to Customer for any and all Downtime periods that occur in a single month will not exceed 50% of the monthly Subscription Fee (as such terms are defined under the Agreement) for the Service for the applicable month where Service was allegedly unavailable. Service credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the service credit was requested.

The above constitutes Customer's sole and exclusive remedy, and Dazz's sole and exclusive liability, with respect to failures of Monthly Service Availability. Failure to claim the service credits in accordance with the timeline and procedure set forth herein will constitute a waiver of Customer's rights and remedies with respect to such Service unavailability.

Updated: March 2024