Service Level Agreement

1. DEFINITIONS

1.1. Any capitalized terms that are not defined in this SLA shall have the meaning set forth in the Agreement.

1.2. **Downtime** means the time (in minutes) that the Authorized Users are not able to log in to the Subscription Service, excluding where such inability results from Scheduled Maintenance or Exclusion Events.

1.3. **Exclusion Events** means: (i) acts, omissions, or requests by or on behalf of Customer; (ii) any software, equipment or services provided by or on behalf of Customer or to Customer by a third party, including but not limited to Customer's ATS and internet access; (iii) Customer's breach of the Agreement; or (iv) factors outside of Supplier's reasonable control.

1.4. **Scheduled Maintenance** means any maintenance performed by Supplier (i) for which Customer has been notified at least 24 hours in advance; or (ii) during Supplier's standard maintenance windows.

1.5. **Uptime** means the time the Customer was able to log into the Subscription Service, represented as a percentage, reflected in the Uptime Report:

$$\frac{\text{Total number of minutes in a calendar month - Downtime in that month}}{\text{Total number of minutes in that calendar month}} \times 100$$

2. SERVICE LEVEL COMMITMENTS

2.1. Supplier shall use commercially reasonable efforts to deliver monthly Uptime equal to or exceeding **99.9%**.

2.2. Users can register for email notifications for Scheduled Maintenance and status updates at status.beamery.co.

2.3. This SLA does not apply to: (i) Beta Services; (ii) any products or services provided by a third-party supplier including Beamery's subprocessors and partners and Customer's ATS; and (iii) sandboxes and non-production environments.

2.4. In the event of a conflict between the terms of the Agreement and this SLA, the terms of this SLA shall prevail.

3. SERVICE CREDITS

3.1. Upon request from Customer via a support ticket, Supplier shall share a report detailing Supplier's Uptime for the immediately preceding month ("**Uptime Report**").

3.2. If the Uptime Report shows that Supplier's Uptime during any calendar month has fallen below the Service Credit Level (as set out in the table below corresponding to its Support Package), Customer may request a credit to its account ("**Service Credit**").

Support Package	Service Credit Level	Service Credit Amount
Standard Support	<95.0%	10% of the fees paid for Supplier's Subscription Service (excluding partner services) attributable to that month
Elite Support	<99.9%	

3.3. Supplier will apply each Service Credit against a future invoice. The Service Credit is Customer's sole and exclusive remedy for any failure by Supplier to meet any Uptime commitments. For the avoidance of doubt, a Service Credit cannot be exchanged for a cash refund.

3.4. To be eligible for Service Credits, Customer must:

a) have paid all outstanding invoices;

b) not be in breach of the Agreement;

c) evidence that Customer has experienced the Downtime Event, such as a ticket stating the details (including dates, times and description) of such Downtime event within fifteen (15) days of the Downtime event; and

d) submit a ticket requesting a Service Credit within fifteen (15) days of the date of the Uptime Report, which includes: (i) "SLA Claim" as the subject; and (ii) the dates and times of the Downtime event or reference to the original ticket referenced in section 3.4(c) above.

4. **SUPPORT SERVICES**

    4.1. Prior to raising a support ticket, Customer will first use commercially reasonable endeavors to resolve such issue internally, including but not limited to ensuring that it is not caused by user access permissions.

    4.2. To request support from Supplier, Customer must raise a ticket via Supplier's portal or by email to support@beamery.com and provide Supplier with detailed steps reproduce the issue reported and all other information reasonably requested by Supplier to resolve the issue.

    4.3. Supplier will assist Customer in resolving a ticketed, reproducible issue that affects the functionality of the Subscription Service ("**Technical Issue**"). Such support does not include (a) physical installation or removal of the API or Supplier's software; (b) visits to Customer's site; or (c) Professional Services, including implementation, custom development, data modeling, training, and configuration.

    4.4. Supplier shall respond to support requests in accordance with the table below:

Method	Support Period	
	Standard Package	**Elite Package**
Beamery portal / Email	9am - 5pm UK Time	24 Hours
	9am - 5pm PST	Monday - Sunday*
In-App Chat	Monday – Friday*	
Phone	-	Phone number to be shared directly

    *Excludes state, public and national holidays in the United Kingdom or the United States (as applicable).

    4.5. During the Support Period, Supplier shall use commercially reasonable efforts to respond to support requests within the Target Initial Response Times as set out below.

Priority Code	Target Initial Response Time	
	Standard Package	**Elite Package**
Level 1: Urgent - An emergency condition that renders the use of a function of the Subscription Service impossible or significantly impaired. A solution is not already available.	3 Hour	1 Hour
Level 2: High - A Technical Issue that materially impairs substantial features of the Subscription Service for a high number of users. No reasonable workaround is available.	6 Hour	2 Hours
Level 3: Normal - A Technical Issue that impairs a feature of the Subscription Service for one or several users. A reasonable workaround is available.	12 Hour	8 Hours
Level 4: Low - A Technical Issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of users.	3 Days	24 Hours

    4.6. Supplier shall provide the following support services:

Support Service	Standard Package	Elite Package
Talent engagement best practices via blogs, white papers, case studies and webinars.	Included	Included
Success plan & utilization trends	Quarterly	Quarterly
Business Reviews	-	Quarterly
Mentoring Sessions	-	Quarterly

Support Reviews	-	Quarterly
Product Support Liaison and Release Management Support Liaison	-	Included
Shared helpdesk model and Real-time Helpdesk Co-ordination	-	Included