

Fonn Group Service Level Agreement

Service Level Agreement

Effective: December 1st, 2020

1. Object and purpose

This Service Level Agreement (the “SLA”) applies to and is incorporated by reference into the Agreement entered into between Licensor and Licensee regarding the provision of Services from a Fonn Group Company to Licensee. Capitalized terms used herein shall have the meaning assigned to them by the definitions of the Agreement.

Licensor may modify this SLA from time to time by posting such amended SLA to Licensor’s website. In the event of any material changes, Licensor will provide Licensee with a sixty (60) days notice before such material changes take effect. During the term of a valid subscription to Services, Licensor will use commercially reasonable efforts to achieve a monthly uptime percentage per calendar month amounting to at least 99.5%. Failure to meet this uptime ambition shall make Licensee eligible to receive “Service Credits” as defined in Section 2 below. Such Service Credits may be used by Licensee solely to extend its ongoing subscription equivalently, and this shall be Licensee’s sole and exclusive remedy for any failure to meet the expressed uptime ambition.

2. Definitions

In addition to the other definitions of the Agreement, the following terms used herein shall have the following meaning:

“Downtime” shall mean a severe system failure resulting in a complete Service disruption, affecting all users, preventing on-air broadcasting, halting Licensee’s daily operations, and lacking an immediate workaround, as monitored by Licensor. Notwithstanding the above, the following occurrences shall not be regarded as Downtime:

Any Service unavailability caused by a scheduled maintenance of the platform used by Licensor to provide Service in question (Licensor will endeavour to provide seven days’ advance notice of any Service-affecting scheduled maintenance); and

Any Service unavailability caused by events outside of the direct control of Licensor, including any Force Majeure event or similar event; the failure or unavailability of Licensee’s systems or the Internet, the failure of any

third-party technology provided by sub-contractors (such as AWS), the failure or application of any other technology or equipment used by Licensee to connect to or access Services or used by Licensee in or in relation to Services (including but not limited to any Third Party Products), etc.

“Monthly Uptime Percentage” shall mean the total number of minutes in a calendar month minus the number of minutes of Downtime suffered by Licensee during that calendar month, divided by the total number of minutes in that calendar month.

3. Service Credits

Service Credits are awarded to Licensee as reimbursement if Licensor does not meet the uptime ambition expressed in paragraph 1 above for any calendar month of a valid and active subscription to Services. Upon Licensor’s approval of such claim for credits, the following credits shall apply:

Monthly Uptime Percentage	Service Credit
Less than 99.5% but $\geq$ 99.2%	5% of the monthly fee (pro rata of annual fees)
Less than 99.2% but $\geq$ 99.0%	10% of the monthly fee (pro rata of annual fees)
Less than 99.0% but $\geq$ 98.7%	15% of the monthly fee (pro rata of annual fees)
Less than 98.7%	20% of the monthly fee (pro rata of annual fees)

Service Credits awarded to Licensee may be used by Licensee solely to extend its ongoing subscription(s) equivalently (no monetary payments), and this shall be Licensee’s sole and exclusive remedy for any failure by Licensor to meet the expressed uptime ambition.

3. Claim Procedure

In order to be eligible for receiving Service Credits for a particular calendar month, Licensee must submit a claim by email to the support team within 30 days from the end of that month. The email must include the following information:

Licensee’s name and account number;
the name of the Service(s) to which the claim for credits relate(s);
the name, email address, and telephone number of Licensee’s designated contact; and
information supporting the occurrence of each asserted Downtime, including its date and time, and a description of the incident and affected Service, all of which must fall within the same calendar month to which the claim is related.

