

## Service Level Agreement

As of November 5<sup>th</sup>, 2020

**Service Level Terms.** The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Retailer requests maintenance during these hours or if the Services' unavailability is caused by the Retailer, its systems or its infrastructure, any uptime or downtime calculation will exclude periods affected by such maintenance or unavailability. Further, any downtime resulting from outages of the Retailer's or third-party systems connections or utilities or other reasons beyond Vendor's control will also be excluded from any such calculation. Retailer's sole and exclusive remedy, and Vendor's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Retailer 1% of the Subscription Fee for each period of one (1) or more consecutive hours of downtime. Downtime shall begin to accrue as soon as Retailer (with written notice to Company) recognizes that downtime is taking place, and continue until the availability of the Services is restored. In order to receive downtime credit, Retailer must notify Vendor in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Vendor's blocking of the Services or data communication in accordance with its policies shall not be deemed to be a failure of Vendor to provide adequate service levels under this Agreement.

The above remedies are Retailer's sole remedy for any failure of the Services, and Retailer recognizes and agrees that if this SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to this SLA apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Vendor shall not be required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of the Agreement.

**Support Terms.** Vendor will provide technical support to Retailer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time ("Support Hours"). Retailer may initiate a helpdesk ticket any time by emailing support@joinforage.co.

Vendor will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.