



SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is issued under and forms part of the agreement that covers the Client’s use of the Services (“Agreement”) with Zeotap which references this SLA. Capitalised terms not defined in this SLA have the meaning indicated in the Agreement and its associated Order Form(s). Unless otherwise provided herein, this SLA is subject to the terms of the Agreement.

1. Definitions. The following defined terms apply to this SLA for the Services:

“**Available**” or “**Availability**” means the Services are in an operable state, and the Services can be accessed through programmatic access (APIs) or user interface access as applicable to the particular Service.

“**Business Hours**” means Monday to Friday from 9am - 7pm CET, except public holidays in Germany.

“**Defect**”, “**Issue**” or “**Error**” means a failure of the System to operate in all material respects in accordance with the Documentation, including any operational failure or error referred to in this SLA, resulting in the inability to use, or material restriction in the use of the System.

“**Measurement Period**” means one calendar month.

“**Response**” is an initial reply to the reported Issue. A Response may be in the form of an automated acknowledgement of receipt and may not constitute a resolution.

“**Resolution**” means either of the following outcomes: (i) correction of an operational defect; or (ii) a workaround in relation to an operational defect (including a reversal of any changes to the Services if deemed appropriate by Zeotap) that is reasonably acceptable to the Client.

“**Target Response Time**” means the time from when Client’s Users report the Defect to Zeotap until Zeotap responds to Client.

“**Target Resolution Time**” means the amount of time from Target Response Time within which Zeotap’s goal is to Resolve the Defect and restore the adversely impacted Service’s functionality to normal operation.

“**Update**” means either a software modification or addition that, when made or added to the System, corrects the Issue, or a procedure or routine that, when observed in the regular operation of the supported System, eliminates the practical adverse effect of the Issue on the Client.

2. Services Availability

Availability. Zeotap will use commercially reasonable efforts to make the Services Available during the Term. The Availability of the Services shall be 99.9 % per Measurement Period (“Committed Availability”). The status of the System is listed at <https://zeotap.statuspage.io/>.

Calculation of Availability. Services Availability is measured from the date when Client starts using the Services. The formula for calculation of Services Availability is presented below:

$$Availability (\%) = 1 - \left(\frac{Downtime}{Measurement Period} \right) \times 100$$

Downtime: total number of minutes during a Measurement Period in which the Service is not available to Client at all or within an appropriate response time with deduction of Allowed Downtime, measured in minutes.

Allowed Downtime: in the calculation of Downtime, the following shall not be included:

- a. *Scheduled or mutually agreed downtimes, due to improvements, upgrades or other enhancing measures to the Service, including, but not limited to, planned maintenance (Allowed Downtime shall always be agreed upon at least 7 (seven) days before the interruption of the service (Client shall not unreasonably deny a request for Allowed Downtime)); or*
- a. *Downtime caused by or attributable to Client or a party not controlled by Zeotap (excluding any subcontractors of Zeotap); or*
- b. *Arising from the suspension and termination of Client’s right to use the Service; or*
- c. *Any downtime caused by factors outside of Zeotap’s reasonable control, including any Force Majeure event or Internet access or related problems; or*



d. Any downtime that results from any actions or inactions of Client or any third party or that result from Client's or third party's equipment/services, software or other technology or third party equipment/services.

3. Services Support

Dedicated Support Team. Zeotap will, throughout the Term of each Order Form, designate one or more employee(s) whose role is to liaise with the Client and ensure successful implementation and operation of the Services. The Customer Success Manager will be the main point of contact after deployment, and will partner with Client and act as advisor on both tactical and strategic matters to help ensure Client is seeing the benefit of the Services and help ensure mutual collaboration. The Customer Success Manager will also advise on recommended training opportunities and act as a point of escalation when needed for technical assistance.

An overview of the support level is provided in the table below:

Access to Zeotap technical and product Documentation	Yes
Dedicated Support team	Yes
Business Hours	Yes
Email Support	Yes
Case Submission Mechanism	Support Email address
Maximum Monthly Issues	Unlimited

4. Issue Reporting

4.1. Client Users shall report any Issue in connection with the Services by email to: support@zeotap.com.

4.2. When reporting an Issue, Client must provide the following information:

- i. a description of the steps that Client took that led to the Issue;
- ii. a description of the operation's result;
- iii. a description of the result expected by Client; and
- iv. a description of any addition to or modification of the System that became active in connection with the operation.

5. Severity Definitions & Timelines

5.1. Defects of the Service and/or System shall be assigned by the Client to one of the following categories, depending on the severity of the Defect:

Severity Level	Description	Support Actions	Target Initial Response Time	Target Resolution Time
Category 1 (Urgent or Critical Request)	Defects causing a breakdown of the entire functionalities of the Service and/or the System, or of essential parts thereof, making it impossible for Client to use the Service and/or the System potentially causing loss of ROI for which there is no workaround.	Zeotap promptly initiates the following procedures: (1) Assigns specialist(s) to correct the Error on an expedited basis; (2) Provides ongoing communication on the status of an Update; and (3) Begins to provide a temporary workaround or fix.	4 Business Hours	1 Business Day
Category 2 (Important Request)	Defects impairing the use of the Service and/or the System to such an extent that (i) it is no longer possible to work effectively with the Service	Zeotap assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably	1 Business Day	3 Business Days

	and/or the System or (ii) working with the Service and/or the System requires an unreasonably high effort or is subject to significant risks of system failures (iii) a workaround exist but is not sustainable or moderately impacts business needs.	determined necessary by Zeotap support staff. Zeotap exercises commercially reasonable efforts to provide a workaround or include a fix in the next maintenance release.		
Category 3 (Normal Request)	Defects which do not impair the use of the Service and/or the System, or which only marginally or insignificantly impair its use or a workaround are available and sustainable in the medium to long term.	Zeotap may include an Update in the next release.	2 Business Days	30 Business Days

5.2. Decreasing Severity Level. Zeotap may object to the Client's assignment and assign the Defect to a different (lower) category, provided that at least one of the following applies: (i) the Defect is no longer impacting the Client or no longer reproducible or the impact substantially decreases, or (ii) Zeotap provides a workaround whether temporary or permanent that reduces the impact of the severity of the Issue, or (iii) it is reasonable to assign the defect to a different category due to the severity of the Issue or due to Client's reaction and cooperation.

5.3. Increasing Severity Level. Zeotap may increase the severity of the Issue if it determines the impact to be higher than assessed by Client.

5.4. Root Cause Analysis. Zeotap will perform an internal root cause analysis for Category 1 Defects within 48 hours of a Category 1 Defects being detected, and will be available upon request by Customer within seven (7) days after resolution of the Defect.

6. Scope of Service Support

6.1. Zeotap is obligated to provide Service Support only to the extent that Zeotap can reproduce the Issue as described by Client.

6.2. Zeotap will provide all Service Support online, except to the extent that Zeotap determines that other forms of communication are appropriate.

6.3. Service Support includes the following:

- A. Guidance through Q&A around the Service implementation and configuration;
- B. Assistance with issues during Service implementation and post-implementation;
- C. Support with root cause analysis of issues; and
- D. Identifying and creating bug reports regarding the Service.

6.4. Services Support does not include the following items:

- A. Feature requests or product improvements for the Service;
- B. Third-party application integrations or plugins that are not part of the Service;
- C. Support for Zeotap's other additional services.

7. Changes to the SLA. Zeotap may update this SLA from time to time. Any revised version shall become effective upon renewal of your Service subscription under the applicable Agreement.