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## FAIR WIZARD Service Level Agreement

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### 1. INTRODUCTORY PROVISIONS

- 1.1. This Service Level Agreement (the “**SLA**”) sets forth the Parties’ rights, obligations and remedies with respect to failures of the FAIR Wizard, and forms an integral part of the Terms of Use of Use and the Agreement concluded between the Client and the Provider. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Terms of Use.
- 1.2. This SLA is available only to the Clients irrespective of the Plan of FAIR Wizard used. However, the SLA is not available to the Clients that use FAIR Wizard in the trial period.

### 2. AVAILABILITY OF THE SERVICES

- 2.1. For the purposes of this SLA, the Services shall be considered available as long as (a) the FAIR Wizard performs functions stated by the Provider, and (b) the Client is able to log in to FAIR Wizard relevant service user interfaces (the “**Availability**” and “**Available**”).
- 2.2. This SLA covers FAIR Wizard.
- 2.3. The Provider shall use commercially reasonable efforts to ensure that the Services are Available for the Client’s use according to Service Availability applicable to the respective Plan as follows:

<b>Plan</b>	<b>Service Availability</b>
Professional	95.00 %
Enterprise	97.00 %

- 2.4. Availability shall be measured each calendar month on the basis of the total number of minutes in such calendar month that the Services were actually Available for the Client’s use and the total number of minutes in such calendar month that the Services should have been Available for the Client’s use in accordance with the following formula:

$$A = \frac{(T - M - D)}{(T - M)} * 100\%$$

where:

- A = Availability (in %)  
 T = Total number of minutes in a calendar month  
 M = Total number of minutes of scheduled maintenance in a calendar month (see Article 2.5 below)  
 D = Total number of minutes of Downtime (as defined in Article 2.6. below) in a calendar month

- 2.5. The calculation of Availability shall not include time when the Services were not Available due to routine system maintenance performed during scheduled maintenance of which the Provider has informed the Client in advance.
- 2.6. If the Services are not Available for other reasons than the scheduled maintenance, such time shall be considered as downtime (the “**Downtime**”).
- 2.7. In the event that the Provider breaches Service Availability obligation as set out in Article 2.3 above, the Provider will provide the Client with service credits which the Client shall be entitled to offset against the Fees.
- 2.8. In the event of any fault of FAIR Wizard and the Client notifies the Provider of the fault, the Provider commits to a 2 (two) business days response time.

### 3. REMEDIES

- 3.1. The remedies stated in this Article 3.1. are the Client’s sole and exclusive remedies and the Provider’s sole and exclusive obligations in case of any failure of interruption of the Services. In the event that the Provider fails to achieve the respective Availability objective in accordance with Article 2.3. above in any given calendar month, the Client shall be entitled to request a service credit (the “**Service Credit**”) equal to the corresponding percentage noted below of one (1) month’s fees for the Services (or their respective part) affected by the Provider’s failure to achieve the respective Availability objective in accordance with Article 2.3. above for the calendar month in which the Availability objective was not achieved. The Parties agreed that the Service Credit shall not in any case exceed 50% of the fees due to the Provider for the respective calendar month.

Service Availability	Professional	Enterprise
Uptime of $\geq 97.00\%$	No Service Credit	No Service Credit
Uptime of $\geq 95.00\%$ and $< 97.00\%$	No Service Credit	10 %
Uptime of $\geq 90.00\%$ and $< 95.00\%$	15 %	20 %

Uptime of < 90.00 %	30 %	40 %
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- 3.2. Notwithstanding the above, the Client shall not become entitled to any remedy (i.e., no Service Credits will be issued, and an outage will not be considered unavailability for purposes of this SLA) if the Client is late with fulfilling any of its payment obligations either at the time when the outage occurs or at the time when the Service Credit would otherwise be issued. To receive Service Credits, the Client must submit a written request within 15 calendar days after the end of the calendar month in which the Availability objective was not achieved at the latest, otherwise the Client's right to receive Service Credits with respect to such unavailability will be considered waived.

#### **4. FINAL PROVISIONS**

- 4.1. The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change this SLA in accordance with the Terms of Use at any time and for any reason. Provider may update the SLA from time to time, provided that any such update will not materially degrade the Parties' rights and obligations thereunder.
- 4.2. Any new version of this SLA supersedes its previous version as of the date of effectivity of the new version.