Bunchball Services SLA

This Service Level Agreement (the "SLA") sets forth certain additional terms and conditions under which Bunchball will provide hosting, maintenance, and technical support for the Bunchball Services. This SLA was last updated on October 27, 2023.

1. **Definitions**

1.1 "Patch" shall mean a fix to equipment and/or software to resolve an Error.

1.2 "Error" shall mean a reproducible instance of an error of any kind in the operation of the Bunchball Services or the inability of the Customer or its End Users to use the Bunchball Services.

1.3 "Error Resolution" shall mean Bunchball providing a solution to an Error in the form of a Patch or other fix or workaround that is reasonably acceptable to Customer.

1. **Response Times; Status Updates and Error Resolutions**

2.1 Bunchball will provide the following Response Times, Status Updates and Error Resolutions for each Error reported by the Customer under the procedure set forth below:

| **Severity Level** | **Response Time** | **Status Updates** | **Target Error Resolution Time\*** |
| --- | --- | --- | --- |
| Severity Level 1: Critical. The Error is having a critical impact on Customer's ability to operate the Program. | 1 hour; work commenced immediately | Once every hour until issue resolution | 1 day |
| Severity Level 2: Severe. The Error is having a severe impact on Customer's ability to operate the Program, but there is a capacity to maintain necessary business operations. | 3 hours | Once every 5 business days | Next scheduled release |
| Severity Level 3: Moderate. The Error is having a medium-to low impact on Customer's ability to operate the Program that involves partial, non-critical functionality loss. Customer's operations are impaired but functioning. | 1 business day | Once every 10 business days | Within the next 3 scheduled releases |
| Severity Level 4: Cosmetic.  Superficial problem not preventing delivery of the Bunchball Service(s). | 2 business days |  |  |

**\*Commencing upon Bunchball's confirmed receipt of Error report**

2.2 General usage questions will be responded to within two (2) business days and treated with a lower priority unless questions directly impact work timelines or implementation of critical functionality.

2.3 Bunchball shall report any unscheduled errors or server failures to Customer whether they impact Customer's program and/or they are reported by Customer.

1. **Planned Outages**

| **Type** | **Details** |
| --- | --- |
| Planned Maintenance | * Total of 8 hours per each one-month period. * Bunchball will notify Customer no less than 72 hours in advance of any such planned outages impacting the Bunchball Services. * Bunchball will ensure that planned outages take place between the hours of 9 PM and 5 AM PST on Friday or Saturday evenings. |
| Emergency Maintenance | * A total of 2 hours per each one-month period. * Bunchball will notify Customer no less than 24 hours in advance of any such planned outages impacting the Bunchball Services. * Bunchball will ensure that planned outages take place between the hours of 9 PM and 5 AM PST. |

1. **SLA Exclusions**

This SLA does not cover resolution of Errors where such Errors result from (i) the Program Data as transmitted by End Users or Customer Servers to Bunchball Servers, or (ii) the failed transmission of the Program Data.

1. **Reporting and Customer Requirements**

5.1 If Customer discovers an Error, Customer must report the Error to Bunchball including the nature of the problem/issue. Likewise, if an Error event is detected by Bunchball, Bunchball must report/document to Customer the nature of the problem/issue.  If the Error is of a Critical nature, the discovering party will first contact the emergency contact of the other Party, report the issue, then follow up with an email documenting the Error, per the instructions below.

**If the error is of a CRITICAL nature**:  
The -critical support email address is [bunchballsupport@biworldwide.com](mailto:bunchballsupport@biworldwide.com) - In the subject of your email, include the word "EMERGENCY" and CC your Client Services contact. This starts an escalation procedure.

**If the error is NOT CRITICAL:**  
Non-critical issues should be logged by submitting an email to [BunchballSupport@biworldwide.com](mailto:BunchballSupport@biworldwide.com) per normal procedures.

The problem **must** be detailed as much as possible, specifically including:

1. Date Problem Identified
2. Problem Title

iii. Severity Level – As indicated in Section 2.1

1. Reported By (this is the person who discovered the problem / issue)
2. Detailed Problem Description- including the steps leading up to the problem occurrence
3. Impact– this is the impact the problem has on Customer services and/or business. This is very important and will help Bunchball and the business owners understand why this problem / issue is at the severity level chosen.

vii. Possible Reasons – any ideas on why the problem is occurring. This may or may not be known.

viii. Possible Solutions – this may or may not be known.

1. **Service Availability**

6.1 Uptime

Bunchball will ensure that Bunchball Services are operational and available to Customer 99.9% of the time, as calculated on a monthly basis.  This excludes maintenance as set forth in Section 3.

6.2 Credits

| **Monthly Uptime Percentage** | **Days of service to be added to term of License Agreement at no additional charge to Customer** |
| --- | --- |
| <99.9% - > 99.0% | 3 |
| <99.0% - > 95.0% | 7 |
| < 95.0% | 10 |

In order to be eligible to receive a Service Credit, Customer must request such Service Credit no later than thirty (30) days following the end of any month in which Customer believes that the Uptime was not met. Request must include applicable estimated downtimes and must be submitted to BunchballSupport@biworldwide.com. Service Credits not requested within such thirty (30) day period will be automatically forfeited. Service Credits shall be the Customer’s sole remedy for Bunchball’s failure to meet Uptime. Service Credits shall not be redeemable in cash.