

Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) describes the service availability objectives, support principles, and service management practices applicable to the Company’s campaign creation platform (the “Platform”). This SLA forms part of the Master Subscription Agreement (“Agreement”) between the Company and the Customer. Capitalized terms not defined herein have the meanings set forth in the Agreement.

This SLA is provided to set expectations regarding service performance and operational practices. Except as expressly stated, this SLA does not create any additional warranties or contractual guarantees.

1. Scope of Services

This SLA applies to the core functionality of the Platform required to create, publish, operate, and manage Campaigns during an active Campaign Duration.

This SLA does not apply to: - beta features, experimental features, or free trial services; - issues caused by Customer systems, third-party services, or internet connectivity; - force majeure events or circumstances beyond the Company’s reasonable control.

2. Service Availability Objective

The Company designs and operates the Platform with the objective of achieving high service availability on a commercially reasonable basis.

Availability is measured on a monthly basis as the ability to access and operate core Platform functionality, excluding Scheduled Maintenance and Excluded Downtime. The Company targets a monthly availability of 99%.

This SLA describes target availability objectives only and does not constitute a guarantee of uninterrupted or error-free operation.

3. Scheduled Maintenance

The Company may perform scheduled maintenance from time to time to ensure the security, stability, and performance of the Platform.

Where reasonably practicable, the Company will provide advance notice of scheduled maintenance through the Platform or other reasonable communication channels.

Scheduled maintenance may result in temporary service interruptions and shall not be counted as downtime for purposes of this SLA.

4. Incident Management

An “Incident” refers to an unplanned interruption or material degradation of core Platform functionality.

The Company maintains internal procedures to identify, assess, and address Incidents in a commercially reasonable manner.

Incident response prioritization, investigation, mitigation, and resolution are determined by the Company based on severity, impact, and operational considerations.

5. Support Response

The Company strives to respond to Incidents in a timely manner; however, no specific response or resolution times are guaranteed unless expressly agreed in writing.

Incident handling is performed on a reasonable efforts basis, taking into account the nature of the Incident, operational impact, and available resources.

6. Support Principles

The Company may provide support channels for Customer inquiries relating to Platform usage or Incidents.

Support availability, channels, and scope may vary based on the applicable service description, plan details, or Campaign configuration and may be updated from time to time.

7. Service Credits

Service credits may be offered by the Company in connection with service disruptions or performance issues. Where service credits are offered, they shall be the Customer's sole and exclusive remedy for such service issues under this SLA.

8. Customer Responsibilities

Customer is responsible for:

- maintaining compatible systems, devices, and network connectivity;
 - configuring Campaigns in accordance with Platform documentation;
 - promptly reporting suspected incidents and providing sufficient information to enable investigation.
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9. Exclusions

This SLA does not apply to service issues arising from or attributable to::

- Customer misuse or violation of the Agreement or AUP;
 - third-party integrations, content, or services;
 - Customer-provided data or Campaign configuration, Customer systems;
 - suspension or termination of access under the Agreement.
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10. Modifications to this SLA

The Company may update this SLA from time to time in accordance with the update provisions set forth in the Master Subscription Agreement (MSA).

End of Service Level Agreement