

## **WHATFIX SERVICE LEVEL AGREEMENT (SLA)**

This Service Level Agreement (“SLA”) supplements the Master SaaS Agreement (“SaaS Agreement”) or Whatfix Terms of Service (“Terms”), as applicable, and together such documents and others referenced in the Agreement form a binding agreement (the “Agreement”) between Whatfix and Customer. Unless otherwise provided herein, this SLA is subject to the terms of the SaaS Agreement and any capitalized terms will have the meaning specified in the SaaS Agreement, as applicable.

The following describes the support services (“Support services”) Whatfix will provide to the Customer, as stated in the Order Form. If nothing is stated in the Order Form, Whatfix will provide Standard support to the extent the Customer has opted and paid for subscription to the SaaS offering.

### **1. Service Commitment:**

During the Term of the Agreement, the Software will be fully functional and internet accessible on a 24x7x365 basis, except for Scheduled Maintenance Periods and provide a Monthly Uptime Percentage to Customer of at least 99.9% excluding Scheduled Downtime (“Availability”). The Customer may access the status page at <https://status.whatfix.com/> to get periodical updates at any time.

### **2. Service Credit:**

Customer shall be entitled to a Service Credit as follows:

- If Availability is at least 99.9%, no credit is awarded.
- If Availability is 95% to 99.89%, Customer will receive a service credit equal to 2% of the annual Subscription Fee for that month.
- If Availability is 91% to 94.9%, Customer will receive a service credit equal to 5% of the annual Subscription Fee for that month.
- If Availability is less than 90.9%, Customer will receive a service credit equal to 20.0% of the annual Subscription Fee for that month.

Any Customer request for a credit that Customer is entitled to under this SLA may only be made on a calendar monthly basis and must be submitted in writing within 10 days after the end of the relevant calendar month or shall be deemed to have been waived by Customer. For those periods at the end of a Subscription Term that do not coincide with the end of a calendar month, Customer must make a claim for a credit within 10 days after the expiration of the Subscription Term or the claim for credit shall be deemed to have been waived by Customer.

The right to a credit and/or the right to terminate the Agreement described in this Section shall be the sole and exclusive remedy available to Client in the event of unavailability of the Services as set forth herein. In no circumstance shall the unavailability of the Services be deemed a default under the Agreement or this SLA.

### **3. Support Services:**

- Whatfix Support Team shall provide support, as per support package opted for, on all business days, except for the Support Holidays provided at <https://whatfix.com/whatfix-support-holidays/>

- Any Support queries received on Support Holidays, Saturdays, Sundays will be collected, however, due action shall be taken only on the next business day.
- Support Channels: Customer can raise tickets on any of the below designated support channels:
  - Email id: [support@whatfix.com](mailto:support@whatfix.com)
  - Whatfix Support Management System - <https://whatfix.zendesk.com/hc/en-us>
  - Phone: +1 800-459-7098

#### 4. Issue Categorization and Service Requests

Categorisation of the issues raised will be at the sole discretion of Whatfix and the issues will be categorized as:

Issue Category	Description/Definition
Critical (P1)	<p>Critical Product issue that severely impacts customers use of the service. The situation halts customers' business operations and no procedural workaround exists.</p> <ul style="list-style-type: none"> <li>● Service is down or unavailable.</li> <li>● Data corrupted or lost and must be restored from backup.</li> <li>● A critical documented feature / function is not available.</li> </ul>
Major (P2)	<p>Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of Customer's business operations and no reasonable workaround exists.</p> <ul style="list-style-type: none"> <li>● Service is operational but highly degraded performance to the point of major impact on usage.</li> <li>● Important features of the Software as a Service offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.</li> </ul>
Minor (P3)	<p>There is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but the Client's business continues to function. Short-term workaround is available, but not scalable</p>
Cosmetic (P4)	<p>Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; issue reported has low impact and affecting a small number of users. acceptable workaround is available.</p>
Customisation Requests	<ul style="list-style-type: none"> <li>● Any feature requested as part of customisation for the Customer will be charged on the basis of complexity of the requirement and efforts required by Whafix to implement the same as a feature.</li> </ul>

	Whatfix keeps the sole right to waive off charges of developing the feature if the requested feature enhances the product capability.
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### 5. Service Packages / SKUs

Category	Standard	Gold	Platinum
<b>Support window</b>	Whatfix shall provide Standard 24*5 support	Whatfix Support Team shall provide 24*7 support	Whatfix Support Team shall provide 24*7 support
<b>Support team Engagement Model</b>	General Support	General Support + Named Support	General Support + Named Support
<b>Ticket Support Interface</b>	Chat + Portal + Email	Chat + Portal + Email	Chat + Portal + Email + Phone
<b>Customer Reviews</b>	Not applicable	Quarterly	Monthly
<b>P1</b>	<p><b>Initial Response:</b> 2 hrs</p> <p><b>Ongoing communication:</b> Daily updates</p> <p><b>Resolution Plan / Workaround:</b> Dedicated Whatfix resource allocated to address the issue on a continuous basis</p>	<p><b>Initial Response:</b> 2 hrs</p> <p><b>Ongoing communication:</b> Once in 8 hrs</p> <p><b>Resolution Plan/ Workaround :</b> 3 business days. Dedicated Whatfix resource allocated to address the issue on a continuous basis</p>	<p><b>Initial Response:</b> 1 hr</p> <p><b>Ongoing communication:</b> Once in 4 hrs</p> <p><b>Resolution Plan/ Workaround:</b> 2 business days. Dedicated Whatfix resource allocated to address the issue on a continuous basis</p>
<b>P2</b>	<p><b>Initial Response:</b> 6 hrs</p> <p><b>Ongoing communication:</b> Weekly updates</p> <p><b>Resolution Plan / Workaround:</b> Dedicated Whatfix resource allocated to address the issue on a continuous basis</p>	<p><b>Initial Response:</b> 4 hrs</p> <p><b>Ongoing communication:</b> Once in 2 days</p> <p><b>Resolution Plan / Workaround:</b> 6 business days. Dedicated Whatfix resource allocated to address the issue on a continuous basis</p>	<p><b>Initial Response:</b> 2 hrs</p> <p><b>Ongoing communication:</b> Daily updates</p> <p><b>Resolution Plan / Workaround:</b> 4 business days. Dedicated Whatfix resource allocated to address the issue on a continuous basis.</p>

<b>P3</b>	<b>Initial Response:</b> 12 hrs  <b>Resolution Plan / Workaround:</b> As per defined Internal Support Process	<b>Initial Response:</b> 6 hrs  <b>Resolution Plan / Workaround:</b> As per defined Internal Support Process	<b>Initial Response:</b> 3 hrs  <b>Resolution Plan / Workaround:</b> As per defined Internal Support Process.
<b>P4</b>	<b>Initial Response:</b> 12 hrs  <b>Resolution Plan / Workaround:</b> As per defined Internal Support Process	<b>Initial Response:</b> 8 hrs  <b>Resolution Plan / Workaround:</b> As per defined Internal Support Process	<b>Initial Response:</b> 4 hrs  <b>Resolution Plan / Workaround:</b> As per defined Internal Support Process

**Note:**

- *The Customer shall provide all access, relevant information, and support to Whatfix team, in a timely manner, to resolve the issue.*
- *Whatfix shall not be accountable for any delays caused by Customer in sharing required information.*
- *SKU pricing shall be as listed in the Order Form.*

**6. Definitions**

- Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request. Issues with severity P1 or P2 will be considered as GO LIVE blockers in case of go live scenario for a client.
- **Downtime** means the Whatfix Platform is not available for use according to performance and monitoring data utilized by Whatfix at its sole discretion. Downtime does not include the period of time when the Whatfix Platform is not available as a result of Scheduled Downtime.
- **Monthly Uptime Percentage** means the total number of minutes in a calendar month minus the total duration in minutes of Downtime in that month, divided by the total number of minutes in that month.
- **Scheduled Downtime** means times where Whatfix notifies Customer of periods of Downtime for scheduled maintenance. Whatfix will make commercially reasonable efforts to schedule maintenance during low traffic times, preferably during weekends. Customers shall be notified of Scheduled Downtime via email and/or notification from support team, at least one calendar week in advance.
- **Service Credit** means a percentage of the Fees for the calendar month in which the SLA is not met, to be credited against Customer’s future Fees if requested by Customer, in accordance with Section 2 above.
- **Workaround or Resolution plan** means a feasible change in operating procedures whereby an end-user can avoid a possible impact without any material inconvenience.
- **Internal Support Process Flow:**

