Espressive Service Level Agreement Policy

1   Purpose

Espressive is committed to the confidentiality, integrity and availability of customer data and related services. This policy describes Espressive's service level and data availability commitments and the method used to measure these service levels.

2   Scope

This policy is applicable to the Espressive Barista web and mobile application and related API's.

3   Procedure

3.1 Definitions

a.   Uptime is defined as all times when the Espressive Solution is available and performing suitably to provide Customer the ability to conduct normal business functions.
b.   Downtime is defined as all times when the Espressive Solution is not available or is not performing suitably to provide Customer the ability to conduct normal business functions, provided Downtime will not include Exception Times as described in the formula below.
c.   Exception Times are exceptions to the calculation of Downtime. Exception Times include times that the Espressive Solution cannot be accessed or used due to: (i) maintenance performed during Scheduled Downtime (as defined below); (ii) a force majeure event; (iii) problems with Customer's or a user's network, desktop, third party software applications, hardware or network connectivity; and/or (iv) misuse of the Espressive Solution.
d.   Scheduled Downtime consists of times when Espressive performs system maintenance, backup and upgrade functions for the Espressive Solution that will render the Espressive Solution unavailable. Espressive will provide forty-eight (48) hours' notice for any Scheduled Downtime (except to the extent required to respond to a security or similar emergency in which case Espressive will provide as much notice as possible). Customer may request that Espressive reschedule (at Espressive's discretion) any Scheduled Downtime for Customer's convenience. Except to the extent required by a security or similar emergency, the amount of Scheduled Downtime that renders the Espressive Solution completely unavailable may not exceed five (5) hours during any three (3) month period of the Term

3.2 Service Level Warranty

As long as applicable Fees are paid as they become due and Customer has not breached the terms of the Agreement, Espressive warrants to Customer (the "SLA Warranty") that the Uptime SLA Percentage, as calculated below, for the Espressive Solution will be not less than 99.9% (the "SLA Target").

$$\textit{Uptime SLA Percentage} \quad = \quad \frac{(n - y) * 100}{n}$$

where:

"n" is the total number of hours in a given calendar month excluding Scheduled Downtime, and Exception Times; and

"y" is the total number of Downtime hours in the given calendar month.

For months in which services commence on other than the first day of the month, the calculation of Uptime SLA Percentage will be prorated accordingly.

3.3 Exclusions

Espressive will have no liability hereunder to the extent any non-conformance arises due to: (a) any modification, reconfiguration or maintenance of the Espressive Solution or Espressive Software performed by any party other than Espressive or at Espressive's direction; (b) any use of the Espressive Solution on a system that does not meet Espressive's minimum standards shown in the Documentation; (c) any software other than the Espressive Software, or (d) any hardware

3.4 SLA Warranty Credit Remedy

In the event Espressive fails to comply with the SLA Warranty, then as Customer's sole remedy and Espressive's sole liability, Espressive will issue to Customer a credit to be applied against fees payable under the Agreement in accordance with the following:

- First month of missed availability: 5% of the Fee paid for the applicable month for the Espressive Solution
- Second consecutive month: 15% of the Fee paid for the applicable month for the Espressive Solution
- Third consecutive month: 20% of the Fee paid for the applicable month for the Espressive Solution
- Fourth consecutive month: 25% of the Fee paid for the applicable month for the Espressive Solution
- Fifth consecutive month: 30% of the Fee paid for the applicable month for the Espressive Solution

In order to receive credit hereunder, Customer must make a written request to Espressive within thirty (30) days of the end of the applicable month.

3.5 Service Level Termination Event

If the Uptime SLA Percentage falls below 97% on a rolling three (3) months average (a "Service Level Termination Event"), then Customer may terminate the applicable Order Form upon thirty (30) days' notice to Espressive provided that such notice is given within sixty (60) days of the Service Level Termination Event. In the event Customer terminates an Order Form as a result of a Service Level Termination Event, Espressive will refund to Customer any prepaid, unused Fees applicable to the period after the effective date of the termination.