

# Poka Service Level Agreement

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**Effective Date:** September 2, 2021

## 1. Applicability

This Service Level Agreement (SLA) sets out Poka's commitments for Software Services availability, and Client remedy for Poka's failure to meet such commitments. Unless otherwise agreed in writing by the parties, test/non-production instances or development issues or problems related to demo or sandbox environments are excluded from the application of this SLA. All terms not defined herein shall have the meaning set forth in Poka's Customer terms of service.

## 2. Uptime Commitment

2.1. The Software Services will be operational and available to Client on a twenty-four hours, seven days a week (24x7) with a monthly uptime percentage of at least 99.8%. If Poka doesn't meet the uptime commitment Client is entitled to apply for a service credit.

2.2. Uptime is the percentage of total possible minutes the Software Services were available during a month.

- a) Uptime percentage =  $((\text{Scheduled uptime minutes} - \text{downtime minutes}) / \text{scheduled uptime minutes}) \times 100\%$

2.3. **Scheduled uptime** is the numbers of minutes in a calendar month less scheduled downtime.

2.4. To review current and historical uptime, visit <https://www.pokastatus.io>

## 3. Maintenance

3.1. The Software Services are available on a delivery model that generally enables fixes and patches to be deployed without service interruptions.

3.2. Poka performs maintenance that could result in downtime in order to keep the Software Services working effectively (**Scheduled Downtime**). If such downtime is necessary, Poka will give Client at least 48 hours advance notice. In the event of an emergency maintenance that requires a downtime (**Emergency downtime**) Poka will not provide advance notice.

## 4. Downtime

4.1. **Downtime** is the overall number of minutes the Software Services were unavailable during a month as confirmed by Poka's systems. A downtime period begins when the Software Services are not able to accept all connection requests, confirmed by two consecutive monitor failures within a five-minute period.

4.2. Downtime excludes the following:

- a) Factors outside of Poka's reasonable control, including any Force Majeure Event, failure or problems related to Client Systems or problems beyond the demarcation point of the Client's information technology infrastructure;

- b) Scheduled and emergency downtime for maintenance.

## 5. Service Credits

5.1. If Poka does not meet the monthly uptime commitment, Client is eligible for a service credit for that month in accordance with the following table:

Uptime Service Credits

Uptime	Service Credits
Between 99.8% – 100%	Meets Uptime commitment
Between 99.0% – 99.7%	Eligible for a 5% Service Credit
Below 99.0%	Eligible for a 10% Service Credit

5.2. To receive any Service Credits, Client must submit a request within 15 days of the downtime to Poka including detailed information necessary for Poka to validate the request. The request should include (i) a detailed description of the Incident; (ii) information regarding the time and duration of the downtime; (iii) the number and location(s) of affected Subscribed Users (if applicable).

5.3. If Client has purchased the Software Services from a Poka third party or authorized reseller, the request and service credits shall be sent directly to such third party or authorized reseller.

5.4. Poka will evaluate all information available and make a determination of whether a service credit is owed. If a Service Credit is owed Poka will apply the Service Credit to the Client next invoice.

## 6. Support Services

6.1. Poka will make available to Client, qualified personnel to: (i) provide advice on the configuration and use of the Software Services; (ii) respond to service interruptions and remediate as appropriate any defect, error, bug or other failure of the Software Services using the following communication channels:

- a) **Self-help**: Support articles and videos available within the Software Services;
- b) **Online chat**: Interactive support with Poka’s customer support team;
- c) **Support Email**: support@poka.io;
- d) **Priority Email**: incident@poka.io (**Must only** be used for P1 or P2 issue, not P3);
- e) **Telephone (Automated Response)**: The telephone number shall be provided during the implementation of the Software Services.

## 7. Support Priority and Response times

7.1 Client must provide the necessary information required for the support team to open a ticket. Ticket’s priority level can be changed by the Poka support team to be higher or lower based on how an issue impacts Client business.

7.2 Poka will use commercially reasonable efforts to respect the following response time:

Priority Level	Issue Status	Response Times	Support Channels per Priority Level
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Priority Level	Issue Status	Response Times	Support Channels per Priority Level
P1	Business Critical	Within 1 hour (24/7)	Priority Email, Telephone
P2	Degraded Service	Within 2 hours (24/7)	Priority Email, Telephone
P3	General Issue	Within 1 business day (UTC-5 & UTC-4 EDT)	Online Chat, Support Email

## 8 Priority Levels

8.1 The priority level of a ticket is set by the Client when submitted. The priority level is used to determine what response time will apply in accordance with the following principles:

- 8.1.1 **Priority 1 (P1) - Business Critical:** means a complete loss of service or a significant feature that is completely unavailable, and no workaround exists. Does not include development issues or problems in sandbox environments.
- 8.1.2 **Priority 2 (P2) - Degraded Service:** means intermittent issues and reduced quality of service. A workaround may be available.
- 8.1.3 **Priority 3 (P3) - General Issue:** includes questions, feature requests, development and test/sandbox environments issues.

8.2 Poka reserves the right to reclassify the priority level at any time if the classification is incorrect. Poka support team members may also increase the priority level if the situation is deemed to be more urgent than originally reported. If no priority level is chosen when a ticket is submitted, the ticket will be set to Priority 3.

## 9 Sole Remedy

9.1 The Client's sole and exclusive remedy for any unavailability, non-performance of Software Services by Poka is the receipt of a service Credit in accordance with this SLA.