

## Ratecard Service level agreement

This Ratecard Service Level Agreement (“SLA”) governs the use of the Ratecard Services under the terms of the Ratecard General Terms and Conditions (the “GT&C”) between New-IT B.V., (“Ratecard”, “us” or “we”) and users of the Ratecard Services (“you” or “Customer”). This SLA applies separately to each account using the Ratecard Services. Unless otherwise provided herein, this SLA is subject to the terms of the GT&C and capitalized terms will have the meaning specified in the GT&C. Ratecard reserves the right to change the terms of this SLA in accordance with the GT&C.

### 1. SERVICE COMMITMENT

Ratecard will use commercially reasonable efforts to make the Ratecard Services available 99.95% of the time. In the event Customer experiences that Ratecard will not meet the 99.95% Services availability in a given calendar month (“Monthly Uptime Percentage”), you will be eligible to receive a Service Credit as described below.

### 2. DEFINITIONS

The following capitalized terms shall be given the meaning set forth below:

1. **“Ratecard Services”** is the combination of all single products and services (as defined in 2.2) Ratecard possibly offers to the Customer.
2. means:
  - Ratecard API REST
  - Ratecard Dashboard
3. **“Unavailable Time”** means one or more of the Ratecard Services are not available for use according to third party performance and monitoring services contracted by Ratecard at its sole discretion (the “Monitoring Service”). Outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time. Unavailable Time is calculated per Single Service as defined in 2.2 and not a combined total or average.
4. **“Monthly Uptime Percentage”** is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the Service Month in which a Ratecard Single Service was in a state of “Unavailable Time” as identified by Monitoring Service.
5. **“Service Credit”** is a credit that Ratecard, at its sole discretion and after confirming the nature and accuracy of the Unavailable Time, may credit back to an eligible Customer account, calculated as set forth below:
  - For a calendar month where the Monthly Uptime Percentage of a Ratecard Single Service does not meet the Monthly Uptime Percentage, Ratecard will credit Customer’s account a percentage of that month’s billings specific to Service not meeting the Monthly Uptime Percentage, as defined by this table:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.95%	10%

- Service Credit shall be issued to Customer’s Ratecard balance for future use of the Single Service only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account or Single Service.

### 3. CREDIT REQUEST AND PAYMENT PROCEDURES

To apply for a Service Credit, the Customer must submit a ticket via [support@ratecard.io](mailto:support@ratecard.io) within 30 days of the month in which the Unavailable Time occurred. The ticket must include (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of the Unavailable Time for which you are requesting credit; and (iii) any applicable information that documents the claimed outage. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. Service Credits will be applied within 60 days after the Service Credit was requested.

### 4. EXCLUSIONS

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Ratecard Services, or any other Ratecard Services performance issues, that:

- i. are caused by factors outside of Ratecard's reasonable control, including, without limitation, any Force Majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of Ratecard or its direct hosting subcontractors (i.e beyond the point in the network where Ratecard maintains access and control over the Ratecard Services);
- ii. result from any actions or inactions of Customer or any third party (other than Ratecard's direct hosting subcontractor);
- iii. result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Ratecard's direct control); or
- iv. arise from Ratecard's suspension and termination of Customer's right to use the Ratecard Services in accordance with the GT&C, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available Ratecard features or products (collectively, the "Exclusions").

### 5. SOLE REMEDY

Service Credits shall be your sole and exclusive remedy for any unavailability or non-performance of the Ratecard Services or other failure by us to provide the Ratecard Services.