

Service Level Agreement

Effective August 12, 2022

This Service Level Agreement (the “SLA”) forms part of the Cloud Services Agreement (“Agreement”) by and between Nametag, Inc. (“Nametag”) and Customer (as defined in the Agreement), (each a “Party” and collectively the “Parties”), pursuant to which Nametag provides the services to Customer as described in the Agreement (the “Services”). The Parties agree that references to Customer in this SLA include Customer and its Affiliates. This SLA is effective from Effective Date and shall apply for the duration of the Agreement. It does not apply to use of the Services by End Users.

1. Service Level Commitment

Nametag will provide Customer and its authorized users with access to the Services through the Internet. Nametag will use commercially reasonable efforts to provide Customer with the Services for 99% of all Scheduled Availability Time, calculated on a monthly basis (the “Service Level Uptime Commitment”).

“Scheduled Availability Time” is 24 hours a day, 7 days a week; provided however, that the Service Level Uptime Commitment will exclude any and all unavailability due to the following types of events, which will not count toward calculating the Service Level Uptime Commitment: (i) Scheduled Maintenance (defined below); (ii) Emergency Maintenance (defined below); (iii) downtime due to acts of Customer, its vendor(s), and/or any third party with respect to computer hardware, software network infrastructure, connections, utilities, services or equipment not within Nametag’s sole control (or recommended by Nametag); (iv) use of the Services contrary to the terms of the Agreement and/or the Documentation; (v) overall Internet congestion, slowdown, or unavailability; (vi) downtime for Beta or other trial products; (vii) Downtime for products which have reached end-of-life (EOL) and where equivalent services exist*; or (viii) downtime related to any other forces beyond the reasonable control of Nametag (such as Internet outages, outages of third party hosting providers (e.g., AWS, etc.) outages with respect to Customer’s network or Internet access, or Force Majeure Events, as defined in the Agreement). We publish our status real time at <https://status.nametag.co/>.

Nametag makes continuous improvements to services and products. After an EOL announcement is made and once Customer has successfully migrated to a comparable Nametag service (which will occur as soon as is commercially feasible for Customer, but not later than 90 days in any event), any remedies associated with the legacy service will not be applicable. Nametag will endeavor to notify the Customer of any such EOL event with at least ninety (90) days of the EOL of the product where feasible, provided that in some instances less notice may be provided.

2. Customer Support

Nametag will provide reasonable support to Customer for the Services from Monday through Friday during the Nametag normal business hours of 9:00 am EDT to 8:00 pm EDT, excluding holidays. Customer shall initiate a request for support by sending email to help@nametag.co. Nametag will respond to support requests within no more than one business day.

3. Maintenance

Scheduled Maintenance

Nametag will announce scheduled maintenance via <https://status.nametag.co> at least 48 hours in advance. To receive email notification of scheduled maintenance, subscribe to notifications at <https://status.nametag.co>. Scheduled maintenance may occur at any time at Nametag’s discretion. Scheduled Maintenance typically involves no material downtime of the Services.

Emergency Maintenance

Emergency Maintenance is any maintenance reasonably necessary to fix critical functionality, security or other vulnerabilities, or material defects that may substantially impair the usability or performance of the Services, and which may present noticeable downtime of the Services. Nametag will use commercially reasonable efforts to notify Customer (via email or telephone) of Emergency Maintenance as soon as reasonably practicable.

4. Notice of Outage

In order to receive any eligible Service Credits under Section 5, Customer must immediately notify Nametag of any outage of any Nametag Service(s) via email to help@nametag.co.

5. Service Credit

If Nametag fails to meet the Service Commitment in any given month and Customer is in compliance with all of its obligations to Nametag, Nametag will provide Customer with a Service Credit for the relevant month as follows:

Monthly Uptime Percentage	Service Credit Percentage
Equal to or more than 99%	0%
Less than 99% but equal to or greater than 95%	Credit of 10% of one month of Monthly Fees
Less than 95%	Credit of 20% of one month of Monthly Fees

In order to receive the Service Credit, Customer must email Nametag at billing@nametag.co and request the applicable service credit within ten (10) business days following the end of the calendar month in which the Service Commitment was not met. Failure to provide such notice will forfeit the right to receive the Service Credit. The Service Credit is Customer's sole and exclusive remedy with respect to any failure by Nametag to meet the Service Commitment.

Chronic Failure

If (i) Nametag fails to meet the Service Level Uptime Commitment in any three (3) consecutive months or in any four (4) months during a twelve (12) consecutive month period during the Term, as Customer's sole and exclusive remedy, Customer shall have the right to terminate the Agreement immediately, without further liability, upon written notice to Nametag if it provides written notice of such termination no later than thirty (30) days after the end of the third or fourth such month, as applicable.