



SLA

This Service Level Agreement (SLA) is incorporated into the Agreement between Qargo and Customer. It contains provisions on service availability, maintenance, and response times for the Services.

1. Scope of SLA

- 1.1. **Scope.** This SLA applies to the Services. Qargo makes every possible endeavor to provide the Customer with constant access to the Services. This SLA contains the provisions on the rights and remedies for the Customer in the event that it experiences a service interruption as a result of failure on Qargo's behalf.

2. Support Services

- 2.1. **Support Services.** Qargo will, as part of the Services and at no additional cost to the Customer, provide the Customer with Support Services during Business Hours whereby the Customer may submit support queries to Qargo by emailing support@qargo.com or via the online chat box. Qargo may amend the nature of its Support Services from time to time.
- 2.2. **Response times.** Service Level Requests ("SLR") will be broken into three (3) priority levels with associated response times during Business Hours:

Service Level Request	Priority Level	Description	Response Time
SLR1	High	Where some function of the Service is unavailable causing significant impact to business operations	Within 1 hour from the initial request
SLR2	Medium	Non-critical part of the Service is unavailable	Within 4 hours from the initial request
SLR3	Low	Minor problem or inconvenience	Within 2 working days from the initial request

- 2.3. **Exclusions from Support Services.** Diagnosis and rectification of any problems resulting from any of the following are excluded: (a) modifications to the Qargo Services not performed or directed by Qargo, (b) the failure by the Customer to implement recommendations and solutions to problems previously advised by Qargo, or (c) deficiencies of the Customer's facilities.

3. Availability of the Qargo TMS & AI Features

- 3.1. **Uptime Commitment.** Qargo commits to a Monthly Uptime of 99%, calculated as *Monthly Uptime* = $1 - (\text{monthly Downtime minutes} / \text{total possible monthly minutes})$.



- 3.2. **Maintenance.** Qargo is delivered as a continuously-deployed SaaS platform. Updates are released on a rolling basis once tested and published, so there is typically no scheduled service interruption and no traditional maintenance downtime. Qargo nonetheless reserves the right to carry out (a) emergency maintenance where necessary to protect security, integrity or availability, and (b) occasional planned maintenance, giving the Customer advance notice where reasonably practicable (immediate action may be required for security).
- 3.3. **Downtime and exclusions.** “**Downtime**” means any period the Qargo TMS is not operational and accessible by the Customer. The following forms of Downtime are excluded from Monthly Uptime calculations: (a) Downtime resulting from Maintenance as set out in 3.2, (b) Downtime caused by acts or omissions of the Customer, or a third party, including, but not limited to, the Customer's internet service provider issues, the Customer's equipment or software failures, or misuse of the Services, (c) Downtime caused by a Force Majeure event; and (d) Downtime resulting from any suspension or termination of the Service in accordance with the Agreement.
- 3.4. **Reporting.** Any Downtime must be reported by the Customer without undue delay after it has become known. In case of Downtime reports received within Business Hours, Qargo commits to the response times laid out in 2.2.

4. Service Credits

- 4.1. **Definition.** “Service Credits” are calculated as follows: *Service Credits = (Monthly Uptime - actual monthly uptime) x 1/12 of yearly Subscription Charge paid.*
- 4.2. **Service Credit as sole remedy.** If Qargo does not meet the Monthly Uptime, Qargo will provide the Customer, as the sole and exclusive remedy, with a Service Credit, going towards the Customer's next invoice.
- 4.3. **Limits on Service Credit.** In no event shall any Service Credit exceed the Subscription Charges paid by the Customer in respect of the Subscription Period to which the Service Credit relates. The Customer shall not be entitled to receive any Service Credits if the Customer's account is past due or otherwise in default.

5. Exclusions

- 5.1. **Exclusions.** This SLA does not apply to (a) trial accounts and non-production instances (b) Services, programs, enabling software or agents running on client systems or third-party-provided systems; and (c) Customers that have breached any material obligations under the Agreement, including, without limitation, breach of any payment obligations.