



CLOUD CONTACT CENTER SOFTWARE AS A SERVICE AGREEMENT

ASWAT FZ-LLC, owner of ZIWO, a Dubai Internet City Freezone company of which the address is P.O.Box 500645 Dubai - UAE, represented by his Chief Executive Officer, Mr. Renaud de Gonfreville, hereinafter referred as "ASWAT", and

hereinafter referred as "the customer",

Hereinafter individually referred to as the "Party" and collectively referred to as the "Parties". The parties agree as follow:

AGREEMENT

1. Definitions

In this Agreement, except to the extent expressly provided otherwise:

"Agreement" means this agreement and any amendments to this Agreement from time to time;

"Customer Data" means any data that is processed by ASWAT on behalf of the Customer under or in relation to this Agreement;

"Customer Materials" is defined in clause 11.2;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, where relevant and in force and applicable to Customer Data;

"Effective Date" means the date of execution of this Agreement by both parties;

"Personal Data" means any information which identifies a person;

"Services" means the services provided by ASWAT to the Customer under this Agreement as defined in clause 2.1;

"Term" means the term of this Agreement, commencing in accordance with clause 5.1 and ending in accordance with clause 5.2;

"ZIWO" means the cloud contact center software owned and published by ASWAT; and

"Price List" means any price mentioned in this Agreement and attached Appendix.

2. ASWAT Obligations

2.1. For the Term , ASWAT shall, in accordance with all terms and conditions of this Agreement provide to Customer the following services ("Services"):

- a. access and use of the ASWAT's internet-accessible service described in APPENDIX 1 that provides use of the ZIWO which is hosted by ASWAT or its service provider and made available to the Customer over a network; and
- b. maintenance and support services described in APPENDIX 1.
- c. implement a business continuity plan described in APPENDIX 3 to aim at the Service Level Agreement described in APPENDIX 4

2.2. ASWAT shall perform the Services:

- a. in accordance with this Agreement; and
- b. ensuring at all times it obtains, maintains and complies with all consents, permissions, licences or authorisations required by applicable laws to provide the Services under this Agreement and ensure that the Services comply with all applicable laws;

2.3. In case the Customer is connecting its own communications channels (Phone lines, SIM cards, Email and Social Media accounts) to the ZIWO platform, Aswat is committed to not using them for any activities unrelated to their partnership.

3. Software license

3.1. During the Term, the Customer will receive a non-exclusive, non-assignable, royalty free, worldwide right to access and use ZIWO solely for obtain the benefit of the Services subject to the terms of this Agreement.

3.2. The Customer acknowledges that this Agreement is a services agreement and ASWAT will not be delivering copies of the ZIWO to the Customer as part of the Services.

4. Customer obligations

4.1. For the Term, the Customer agrees to:

- a. comply with the policies and reasonable written instructions of ASWAT;
- b. be responsible for (i) all use of the Services registered under its account; and (ii) the accuracy, quality, integrity and legality of all Customer Data;
- c. use commercially reasonable efforts to (i) prevent unauthorized access to or use of the Services by third parties; and (ii) configure its systems in a way to reasonably prevent unauthorized users from accessing the Services;
- d. notify ASWAT within a reasonable time of any unauthorized access to or use of the Services in breach hereof, (and Customer hereby permits ASWAT to deactivate such compromised accounts or users).Where reasonably necessary, ASWAT may log into user accounts to debug the Services.

4.2. Customer shall not, and shall not permit anyone to: (i) copy or republish the Services or the ZIWO; (ii) make the Services available to any person other than authorized users, (iii) modify or create derivative works based upon the Services, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the ZIWO; (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the ZIWO used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Services in order to build a similar product or competitive product. Subject to the limited licenses granted herein, ASWAT shall own all right, title and interest in and to the ZIWO, the Services, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to ASWAT.

5. Term and Termination

5.1. This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter ("Initial Term").

5.2. Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of twelve (12) months (each, a "Renewal Term"), unless a Party gives written notice of termination to the other Party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

5.3. Both Parties shall have the right to terminate this Agreement at any time for any or no reason by giving thirty (30) days' prior written notice to the other Party.

5.4. Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party if that other Party has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days' opportunity for the breaching Party to cure such breach.

6. Effect of termination

6.1. From and following the date of termination of this Agreement, each Party's rights and obligations under this Agreement shall terminate other than the Customer's obligation to pay the fees accrued prior to the termination of this Agreement immediately. Subject to the terms of this Agreement, the Customer acknowledges it is not entitled to receive a refund of any paid amounts up to the date of termination and over the 30 day notice period.

6.2. From and following the date of termination of this Agreement: (a) the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, will not be affected; (b) to the extent relevant, ASWAT will provide reasonable termination assistance to the Customer, as reasonably requested by the Customer, including completing all checks submitted prior to termination in accordance with the terms of this Agreement; and (c) unless otherwise requested, ASWAT will retain the Customer Data for a period of at least 60 days following the effective date of termination to enable the orderly download of such Customer Data by the Customer, and will provide all reasonable assistance to the Customer in making available, deleting or destroying, at the Customer's request, the Customer Data.

Upon termination of this Agreement all rights and obligations granted therein will immediately terminate except that any accrued rights and the following sections will survive: 5, 6, 7, 8, 9, 10, 11, 13, 16, and 18.

7. Prices and payment conditions

7.1. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

7.2. Any payments due hereunder shall be grossed-up for any non-refundable withholding tax imposed on the Customer by a governmental entity.

7.3. In case of sudden market changes in the telecom or any other cost, ASWAT reserves the right to modify its standard Price List accordingly. ASWAT will make reasonable endeavours to keep the Customer informed of updates to its Price List.

7.4. ASWAT will have the right to update its standard Price List from time to time and inform in writing the Customer not less than 30 days prior to such change. Such written notice may be provided by ASWAT using certified in-app message, email or any other reasonable means of written communication.

7.5. ASWAT will invoice for all amounts due hereunder as described in APPENDIX 1. The Customer agrees to pay said invoices according to the terms in the same APPENDIX 1. If the Customer breaches this Agreement (including by not paying any due invoices by the due date as set out in APPENDIX 1), ASWAT may suspend the Customer's access to the Services until such breach is remedied.

8. Data protection

8.1. ASWAT will process the Customer Data in accordance with its Privacy Policy available at <https://www.ziwo.io/data-privacy/>.

8.2. The Customer warrants and undertakes that it has, at all times, all necessary consents as required by Data Protection Law, in order to provide the Customer Data to ASWAT including in relation to international transfer under clause 8.4 if required by law.

8.3. ASWAT warrants and undertakes that all employees of ASWAT will comply with Data Protection Laws.

8.4. By default the Customer Data will be hosted in Saudi Arabia. In order to ensure the highest standard of availability, the Customer agrees that ASWAT may transfer Customer Data to the following countries: Germany, France, United Arab Emirates, Saudi Arabia, Bahrain. This clause 8.4 may be objected to by the Customer by notice in writing.

8.5. ASWAT shall comply with the reasonable written instructions of the Customer in relation to enquiries received from data subjects or third parties in relation to the Customer Data.

9. Warranties

9.1. ASWAT warrants that:

9.1.1. it will provide and allocate sufficient, experienced and qualified resources to provide the Services in accordance with the terms of this Agreement;

9.1.2. it will notify the Customer immediately if it becomes aware of any event that is likely to have an adverse impact on the Services; and

9.1.3. the provision of the Services will not infringe the intellectual property rights of any third party. The Customer acknowledges and agrees that for any breach of this warranty, its exclusive remedy shall be as provided in clause 5.4 (Termination for Cause) and clause 6 (Effect of Termination).

9.2. During the Term and after termination of this Agreement for any reason whatsoever, the Customer expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of ASWAT and will not make or publish any disparaging remarks concerning ASWAT, its representatives, or the Services.. The Customer warrants that it will use the Service in accordance with the permissible usage of service policies outlined in Appendix 2 and the policies mentioned throughout this Agreement. It also warrants that it will not use the Service to do anything unlawful.

9.3. ASWAT takes no responsibility and shall have no liability, for any incorrect or inaccurate content posted related to the ZIWO websites whether stated by ASWAT, any user, partner or other person.

9.4. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to enter into this agreement on behalf of the party.

10. Indemnification

10.1. By agreeing to this Agreement, the Customer agrees to indemnify, defend and hold harmless ASWAT, its employees, suppliers and affiliates from and against any losses, damages, fines and expenses, arising out of or relating to any claims that the Customer has used the Service in violation of any law, provisions of the terms or any other claim related to its use of Services, except where such use is authorized by ASWAT.

10.2. ASWAT agrees to defend, hold harmless and indemnify Customer and its affiliates from and against any claims, liabilities, suits, judgments, litigation costs, causes of action, demands, recoveries, losses, damages (actual and consequential), fines, penalties, and attorneys' fees or other costs or expenses of any kind or nature arising from a claim by any third party that the Services infringe its intellectual property rights.

11. Intellectual Property

11.1. As between the Parties, ASWAT retains all right, title and interest in all its trademarks, service marks, logos and domain names and patents, copyrights, trade secrets, and other intellectual property rights) in and to all Services (excluding all Customer Data), and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing.

11.2. Any non-ASWAT materials provided by or on behalf of the Customer to ASWAT for use by ASWAT in the course of providing the Services under this Agreement ("Customer Materials") will be used by ASWAT solely to perform the Services under this Agreement. Customer retains all ownership rights to the Customer Materials.

12. Customer content

12.1. The Customer is solely responsible for collecting, inputting and updating all Customer Materials and for ensuring that the Customer Materials do not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. The Customer shall: (i) notify ASWAT immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to ASWAT immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by the Customer or any authorized user, and (iii) not provide false identity information to gain access to or use the Services.

12.2. Subject to the terms and conditions of this Agreement, the Customer shall grant to ASWAT a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Materials solely as necessary to provide the Services to the Customer.

13. Confidential Information

13.1. Each of the Parties guarantees that all information which is "Confidential Information" received from the other Party before, during and after the conclusion of the Agreement shall remain confidential. Information shall, in any event, be considered to be Confidential Information if relates to pricing, discounts, if designated as confidential by either of the Parties or if it is otherwise of a confidential nature. Confidential Information will not be considered to be of a confidential nature if it had already been disclosed to the public at the time it was revealed to the relevant Party.

13.2. The Parties shall keep confidential all business secrets and data security measures they gain knowledge of in the context of the contractual relationship. Business secrets are all (but not limited to) business-related facts, circumstances, and activities that are not generally accessible, but only accessible to a limited group of persons unless ASWAT has no legitimate interest of non-proliferation. Data security measures are all measures taken to preserve the privacy, integrity, and availability of Personal Data according to the Data Protection Law. This obligation of secrecy remains effective after the termination of this Agreement.

13.3. Either Party may disclose Confidential Information to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations at least as stringent as those herein; or as required by law, in which case the Party disclosing the other's information to any third party will (if permitted by law and to the extent practicable) (a) provide the other with (i) prior written notification thereof and (ii) the opportunity to contest such disclosure; and (b) use reasonable efforts to minimize such disclosure.

14. Service changes

14.1. ASWAT may modify or republish the Services and reserves the right to discontinue individual features within the Services from time to time ("Change") and will provide 30 days written notice of such Change to the Customer in accordance with this Agreement. To the extent such Change result in a material reduction of overall functionality of the Services, then, in ASWAT's sole discretion: (a) ASWAT must keep available and continue to support an earlier version of the Services which does not result in a material reduction of overall functionality of the Services; or (b) the Customer may terminate the Agreement immediately and ASWAT will refund the Customer a pro-rata portion of all prepaid fees associated with the discontinued Services.

15. Restrictions on use

15.1. In addition to complying with its obligations under Appendix 2, the Customer agrees not to use the Services or any ASWAT website:

15.1.1. for illegal purposes and/or activities, or to promote illegal activities;

15.1.2. to harass, abuse, harm or discriminate others;

15.1.3. for transmission of "spam", "junk mail", "chain letters", "phishing" or for unsolicited mass distribution of calls, email, SMS or other text messages; or

15.1.4. in a way that is in breach of any law.

15.2. The Customer is solely responsible for the activities it uses the Services for, and the content it uploads or creates in the Service. ASWAT monitors the Services from time to time, but is not liable for the conduct of any user of the Service.

15.3. If ASWAT has reason to believe that the Customer is using the Services for illegal or unauthorized action, ASWAT may suspend or terminate the Customer's access to its account and prevent the Customer from using the Services now or in the future.

16. Liability

16.1. Subject to clause 16.2, ASWAT's entire liability to the Customer under this Agreement for any and all claims for damages of any kind made by the other Customer under this Agreement shall not exceed the fees paid by the Customer in any calendar year during the Term. By entering into this Agreement, each Party recognizes the limitations herein on ASWAT's liability. The parties agree that this limit does not apply where a third Party claims that ASWAT has infringed its intellectual property rights.

16.2. Under no circumstances will ASWAT be liable for any losses that include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages as well as any losses or damages caused by interruption of operations.

17. General

17.1. Either Party can assign this Agreement to an entity controlling, controlled by, or under common control with, that Party (each being an "Affiliate"). Assignments to non-Affiliate entities shall be subject to the other Party's written consent, such consent not to be unreasonably withheld.

17.2. Neither Party's failure to enforce the other Party's strict performance of any provision of this Agreement will constitute a waiver of the first Party's right to subsequently enforce such provision or any other provision of this Agreement.

17.3. In the event of any discrepancy between the contractual documents, the order of precedence is the following, except that specific portions of a lower-ranking document may supersede specified portions of a higher-ranking document expressly noted: (i) the Agreement, (ii) Appendix 1, (iii) Appendix 2.

17.4. The Parties are independent contracting parties. Nothing in this Agreement will be construed to create a partnership, joint venture, personnel leasing or agency relationship between the Parties.

17.5. Neither Party shall for the duration of this Agreement and for one year after termination thereof hires, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.

17.6. A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. "Force majeure" events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, pandemic, epidemic (including any event that occurs directly or indirectly as a result of the COVID-19 pandemic) or act of war but does not include any event which the Party affected could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost; or any event due to a lack of funds for any reason or any inability to pay any fees. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.

17.7. This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and the Parties' respective obligations and commitments herein. No other documents or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17.8. All notices relating to this Agreement shall be in writing and be delivered to the addresses detailed in the Cover Page by overnight courier service at the address specified below or such other address as either Party may from time to time designate to the other. Any notice exercising a termination right under this Agreement if given via email, shall be followed by a confirmation delivered by overnight courier service.

17.9. This Agreement and each Individual Agreement, and all matters arising from or in connection therewith, are governed by and shall be construed in accordance with the laws of the Dubai International Financial Centre, Dubai, United Arab Emirates, which will have exclusive jurisdiction.

17.10. ASWAT may communicate with the Customer through emails, newsletters and service announcements. The Customer can unsubscribe from ASWAT newsletter but it will not be able to opt-out from receiving service announcements and administrative messages.

17.11. ZIWO is a trademark of ASWAT FZ LLC. You agree not to display or use, in any manner, the ZIWO trademark without our prior permission.

17.12. The Parties acknowledge the full legal force and validity of documents executed by a Party using electronic signatures under the DocuSign system and such other electronic signature systems as the Parties may agree in writing.

- Billing at contract signature, payable at sight in full. All bank transfer fees to be paid by the Customer.

3. Phone calls and messaging facility:

- The phone call and messaging facility is on a **prepaid basis**. The Customer needs to recharge a separate account managed by ASWAT that will be used for calls, SMS and paid messages. Calls will get disconnected automatically once the credit is fully consumed.
- Prepaid Credits are carried over indefinitely from a period to another.
- The Customer can recharge the account with the amount and at the frequency he wants. All bank transfer fees to be paid by the Customer. Low credit alert will be set by the technical team.
- DID or calling prices might be restricted based on local regulations or customer activity. Please speak with your ZIWO sales team for further information
- call, SMS and messaging prices may fluctuate at any time based on market conditions and/or currency exchange. ZIWO will try to inform you to the best of its ability in case of such changes

4. Local phone numbers:

- Local phone numbers are supplied via ZIWO by local telecom operators. The customer is made aware that any breach of local regulation might result in the number being disconnected.
- The customer is made aware that specific local requirements (such as but not limited to proof of address, identification of business owner...) might change from time to time. ZIWO team will do its best to keep the customer informed about such changes and possible consequences.

5. Services included in the monthly fees:

Right to use the software, 24/7/365 monitoring of the entire system and alert system by ASWAT's support team, Remote bug fix and system administration, New releases of the software (unlimited number of versions), Dedicated IT and Telecom engineers to perform:

- Minor upgrades and parameter changes: security, web services, database, IVR, user creation or deletion...
- Minor maintenance operations and handling of the backups
- Ticket opening with the telecom operators
- Support and tickets by phone or email

6. Standard service level agreement and helpdesk:

Any support request has to be reported by sending an email at support@ziwo.io

This will automatically create a ticket in our support system and allow for better management and compliance.

At time of contract signature, our support is available every day of the week (Gulf Standard Time):

Priority	Call / Email	First Response Time
<u>Urgent</u> - Calls outages (Inbound & Outbound) - ZIWO App Down - Agents can't log in	support@ziwo.io 9:00 AM -7:00 PM GST 7 days 24/7 Emergency Service desk: +97142789902	< 30 mn
<u>High</u> - Can't Add agent / admin / Queue - Audio issue for any specific agent - Resetting Password - Call Quality	Email: 9:00 AM - 6:00 PM GST 7 days	< 1 Hr Outside Working hours, will be handled on next business day
<u>Medium</u> - IVR Changes - Integration Training - ZIWO Training - New Business Cases - Statistics Reports	Email: 9:00 AM - 6:00 PM GST 7 days - All trainings to be booked through: https://calendly.com/ziwosupport	< 1 Hr Outside Working hours, will be handled on next business day
<u>Low</u> - New DID request	- DIDs Requests will be fulfilled based on Provider Response Time.	< 1 Hr Outside Working hours, will be handled on next business day

Changes to this planning and public holidays will be communicated as early as possible to the Customer.

7. Weekly Maintenance:

In order to allow necessary safety and software updates, and maintain Customer's production instances easily, 3 different time slots have been defined. Expected downtime might range from 15 to 60 minutes. This choice can be changed at any time by sending an email to support@ziwo.io

The preferred time slot is on:

Monday 7 pm GMT / 11 pm UAE

APPENDIX 2 - Permissible Use of Service Policy

Any and all access to and/or use of the Services by Customer, its Users and/or Administrators is conditioned upon compliance with the following Permissible Use of Service Policy ("PUSP"). Customer shall not and will cause its Users not to use the ZIWO Services to:

- a) circumvent or disable any technological features or security measures implemented in the Services;
- b) violate any Law, published policy, or any applicable third-party policy or requirement communicated or otherwise made available by ZIWO;
- c) violate or infringe upon ZIWO's or a third party's Intellectual Property, publicity privacy, or other tangible or intangible rights and/or use, without a valid license, any material or content that is subject to third-party proprietary rights;
- d) transmit any illegal content;
- e) use the Services for benchmarking or for any other purpose other than as necessary to use the Services Customer is authorized to use;
- f) stalk, harass, harm another individual, engage in spamming, phishing, pharming or other unsolicited advertising, marketing or other activities in connection with any unsolicited communications (commercial or otherwise) including but not limited to unsolicited or unwanted phone calls or voicemails;
- g) engage in a fraudulent activity to the prejudice of third-parties or otherwise use the Services to bypass phone identification systems;
- h) perform "robocalls" or other abusive practices;
- i) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Services;
- j) expose any third party to material that is offensive, harmful to minors, indecent or otherwise objectionable in any way;
- k) send any communications, including email messages on behalf of, or purporting to originate on behalf of ZIWO; and
- l) trunk or forward Customer's ZIWO number to another phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange ("PBX") or a key system.

In addition to the above restrictions and in order to provide the best pricing, support and Services, ZIWO reserves the right to: (i) impose limits on Customer and/or its Users' usage of the Services; (ii) charge Customer the applicable per minute rate; (iii) or to terminate the Services, in each case (i) through (iii) notwithstanding Customer's purchase of an unlimited minute plan, if ZIWO believes, in its sole reasonable discretion, that Customer's and or its Users' usage, including, but not limited to, the total number of calls made and/or minutes used by Customer and/or its Users is not consistent with normal, fair, and reasonable use of such Services. Wherever reasonably possible, ZIWO will provide Customer with a written notice before taking any such action, and may allow a reasonable period to allow Customer to modify such use.

The restrictions contained in this Section are not exhaustive or exclusive. ZIWO may impose additional restrictions upon notice or posting to its website from time to time. ZIWO may suspend or terminate the Services and/or this Agreement immediately and without notice or liability whatsoever if, in ZIWO's sole discretion, Customer's, its Users' and/or Administrator's use of the Services violates the terms of the PUSP. Notwithstanding anything set forth in this Agreement and in addition thereto, Customer's use of the call recording functionality must comply with any and all local laws and regulations including local notice requirements thereof.

APPENDIX 4 - Backup Link and Failover Plan

For Saudi Arabia, the business continuity plan will be as follow:

- Data and software hosting: ZIWO will run in a datacenter inside Saudi Arabia (ORACLE Jeddah), and rely on the business continuity plan of this datacenter (regular snapshots of the database). Additional layers of redundancy can be agreed on, most likely involving data transfer outside of Saudi Arabia.
- Inbound calls: if provided by the customer (BYOC), a failover option needs to be activated from the customer's telecom operator.
- Outbound calls: if provided by the customer (BYOC), in case the SIP trunk fails, ZIWO will process the outbound calls. ZIWO operates two Voice Point of Presence in Saudi Arabia in two distinct datacenters and with two local telecom operators, so that it offers full redundancy on outbound calls.

APPENDIX 3 - Service Level Agreement (SLA)

After the Go-live and during the Term of the agreement under which ZIWO has agreed to provide its Services to Customer (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.50% (the "Service Level Objective" or "SLO"). If ZIWO does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by ZIWO to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement authorizes the resale or supply of ZIWO under a ZIWO partner or reseller program, then all references to Customer in this SLA mean Partner or Reseller (as applicable), and any Financial Credit(s) will only apply for impacted Partner or Reseller order(s) under the Agreement.

Definitions

The following definitions apply to the SLA:

"Covered Service" means: ZIWO agent licenses, call tracking and call masking features. Does not include the Telecom part (in/out calls, SMS or other text messages)

"Downtime" means:

- Loss of external connectivity or persistent disk access for all running Instances.
- Downtime does not include loss of external connectivity as a result of (i) the internet or network connection between the Client and ZIWO hosting datacentre; or (ii) maximum API requests exceeded (refer to support@ziwo.io); or (iii) much higher than normal use of the service (+30%) with no pre-approval from support@ziwo.io; or (iiii) weekly maintenance as defined in the Agreement.

"Downtime Period" means a period of one or more consecutive minutes of Downtime. Partial minutes or Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.

"Financial Credit" means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service which did not meet SLO that will be credited to future monthly bills of Customer
99.00% - < 99.50%	10%

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service which did not meet SLO that will be credited to future monthly bills of Customer
95.00% - < 99.00%	15%
< 95.00%	25%

“Monthly Uptime Percentage” means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify ZIWO technical support (support@ziwo.io) within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide ZIWO with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, ZIWO will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which ZIWO will make available for auditing by Customer at Customer’s request.

Maximum Financial Credit

Financial credits apply only to ZIWO software licenses bills for the month in which SLA was below the minimum threshold. It excludes any other bills such as but not limited to telecom or setup.

The aggregate maximum number of Financial Credits to be issued by ZIWO to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 25% of the amount due by Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features designated Beta, (b) features excluded from the SLA, (c) planned maintenance, or (d) errors: (i) caused by factors outside of ZIWO’s reasonable control; (ii) that resulted from Customer’s software or hardware or third party software or hardware, or both (like but not limited to internet connections, data centers, telecom providers, client’s local networks and agents computers); (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.