

ZATA.AI SERVICE LEVEL AGREEMENT

This Zata.ai Service Level Agreement (“SLA”) sets forth the service levels provided by Zata.ai with respect to Zata.ai’s services (the “Zata.ai services”) provided under the terms of the Zata.ai Customer/Reseller Agreement (the “Customer/Reseller Agreement”) separately agreed between the applicable Zata.ai entity (“Zata.ai”, “we”, “us” or “ours”) and you (“you” or “your”). Unless otherwise provided herein, this SLA is subject to the terms of the Customer/Reseller Agreement and capitalized terms will have the meaning specified in the Customer Agreement. We reserve the right to change the terms of this SLA in accordance with the Customer/Reseller Agreement.

1. Maintenance

You acknowledge that the Zata.ai Service may be unavailable due to maintenance performed by Zata.ai. Zata.ai will use reasonable efforts to schedule maintenance during non-peak usage hours. Zata.ai’s scheduled maintenance for the Zata.ai Service (as well as any unscheduled, emergency maintenance, to the extent Zata.ai is able to provide any advance notice) will be notified to you via the Zata.ai Service. We will endeavour to limit actual maintenance outages to the minimum necessary to provide a consistent and reliable Zata.ai Service to you.

2. Service Availability

Zata.ai will use commercially reasonable efforts to ensure the Zata.ai Service is available in accordance with the Monthly Uptime Percentage. The “**Monthly Uptime Percentage**” is calculated as the percentage of total minutes in a billing cycle during which the service is operational and accessible in at least one availability zone.

Downtime is defined as any period during which all availability zones for the Zata.ai Service are simultaneously inaccessible to customers. The total downtime minutes are subtracted from the total minutes in the billing cycle to determine the Monthly Uptime Percentage. Scheduled maintenance and other exclusions specified under Section 3 (SLA Exclusions) will not count as downtime.

The Monthly Uptime Percentage is calculated as follows:

$$\text{Monthly Uptime Percentage} = \frac{\text{Total Minutes in the Month} - \text{Total Downtime Minutes}}{\text{Total Minutes in the Month}} \times 100$$

For example, in a 30-day month with a total of 43,200 minutes, if the Zata.ai Service experiences 90 minutes of downtime during which all availability zones are simultaneously inaccessible, the Monthly Uptime Percentage would be calculated as:

$$\frac{43200 - 90}{43200} \times 100 = 99.79\%$$

In this case, the service meets the SLA commitment of 99.0% uptime, and no Service Credits are applicable. However, if the downtime were to increase to 450 minutes, the Monthly Uptime Percentage would drop to 98.96%, making the Customer eligible for a 15% Service Credit as per the SLA. This ensures that uptime is evaluated fairly based on service availability across all zones.

3. SLA Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Zata.ai Service, or any other Zata.ai Service performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Zata.ai Service; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from scheduled or emergency maintenance activities for the Services; (v) arising from our suspension and termination of your right to use the Zata.ai Service in accordance with the Customer Agreement, or (vi) Zata.ai's scheduled maintenance, which will be notified to you via the Zata.ai Service, as well as any unscheduled emergency maintenance.

Further, all test, development, beta, sandbox and other non-production environments are expressly excluded from this SLA, and no Service Credits shall be available for unavailability of any such environment.

4. Calculation of Service Credits

In the event Zata.ai fails to meet the Monthly Uptime Percentage commitment (excluding SLA Exclusions as defined herein), the Customer shall be eligible for Service Credits. Service Credits are calculated as a percentage of the total fees paid by the Customer for the affected billing cycle, as set forth in the table below. These credits will be provided in the form of an extension of service time equivalent to the credit value, rather than a monetary refund. Service Credits are non-transferable, applicable only to the account where the incident occurred, and will not exceed 50% of the total fees for the billing cycle. To be eligible for Service Credits, the Customer must submit a written request to support@zata.ai within 30 days of the incident, including details of the affected dates, times, and outages. Service Credits will only be applied if the calculated credit exceeds \$1.

Service Credits

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	5%
Less than 99.0%	15%

Illustrative Example of Service Credit Application

For instance, if Zata.ai achieves a Monthly Uptime Percentage of 98.5% in a given billing cycle, and the Customer's monthly fee for the service is \$1,500, the Customer will be eligible for a Service Credit. Based on the table above, 98.5% uptime corresponds to a 15% Service Credit. This means the Customer will receive a credit equivalent to \$225 (15% of \$1,500).

Rather than issuing a monetary refund, Zata.ai will extend the Customer's service period by an equivalent value of \$225. If the Customer's daily cost of service is calculated at \$50 per day (based on a 30-day billing cycle), the Service Credit will translate to an extension of 4.5 additional service days, which will be added to the Customer's next billing cycle. This ensures fair compensation for the downtime while maintaining service continuity.

Your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim to support@zata.ai. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must clearly (a) indicate in the subject line that it is a Service Credit request; (b) specify the dates and times of each incident that you are claiming; and (c) document your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If your request is validated by us, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. If you do not timely submit a written request for a Service Credit, you forfeit all rights to receive a Service Credit for billing cycle in question.

5. Escalation Procedure

In the event of unresolved issues or service concerns, customers can initiate an escalation by emailing support@zata.ai. For critical issues requiring additional attention, customers may refer to the escalation matrix provided in their account documentation or contact support for further assistance. Tickets can also be raised directly through the Zata.ai platform, where they will be addressed by the support team in accordance with the established escalation procedure.

Zata.ai is committed to addressing escalations promptly to ensure customer satisfaction and service reliability.

Level	Contact Point	Role	Responsibilities	Response Time	Contact Details
Level 1	Support Team	First point of contact for all queries and issues	Address general support requests, basic troubleshooting, and service inquiries.	Within 4 business hours	support@zata.ai / Tickets via Platform
Level 2	Technical Team Lead	Handles unresolved or technical issues	Investigate complex issues, coordinate root cause analysis, and provide resolution timelines.	Within 1 business day	Directed by Level 1 team or support@zata.ai / Tickets via Platform
Level 3	Operations Manager	Final escalation point for critical issues	Oversee critical issues impacting SLAs or business continuity, ensuring resolution and direct customer communication.	Within 2 business days	Directed by Level 2 team or support@zata.ai / Tickets via Platform