

Service Level Agreement

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Section 1: Service Level Agreement

THIS SERVICE LEVEL AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF ZINFI SOFTWARE AND SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CLIENT REGISTERS FOR A FREE TRIAL OF ZINFI SOFTWARE AND SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CLIENT AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. ZINFI's direct competitors are prohibited from accessing the Services, except with ZINFI's prior written consent.

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between ZINFI Technologies, Inc. and Client, for support services to be provided by ZINFI Technologies, Inc. to Client Organization (Client), thereby ensuring a timely and efficient support service is available to Client Organization (Client) end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between Client and ZINFI Technologies, Inc. and to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that Client achieves the provision of a high quality of service for end users with the full support of ZINFI Technologies, Inc.
4. To define the commencement of the agreement, its initial term and the provision for reviews

5. To define in detail, the services to be delivered by ZINFI Technologies, Inc. and the level of service which can be expected by Client, thereby reducing the risk of misunderstandings
6. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
7. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
8. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters to all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in the Official Order following the acceptance by both parties and will continue until terminated.

1.4 Review Procedure

This agreement will be reviewed at a mutually agreed date, by ZINFI Technologies, Inc. and the Client. The review will cover software and services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

ZINFI Technologies, Inc. and Client nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

ZINFI Technologies, Inc.: Organization Representative

Client: Organization Representative

1.6 Service Level Monitoring

The success of ZINFI's service level agreement depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to Clients and support areas on the service provided.

Service level monitoring will be performed by ZINFI Technologies, Inc. Reports will be produced as and when required and forwarded to the Client contact. If Client disputes any data reported by ZINFI, ZINFI will clarify its reporting. The discrepancies (if any), refer to this reporting or questions posed by the Client.

Service level monitoring and reporting is performed on response times for faults, as specified in Section 2.4 of this agreement.

Systems Engineering will:

- Perform patches or upgrades, as necessary, during the maintenance window when possible
- Provide details of changes to the webmaster, including but not limited to unexpected outages, issues, maintenance, and notifications related to any change management processes
- Maintain the operating system of the server
- Maintain a defined set of foundational web development software as specified by the Systems Engineers and communicate what constitutes the “defined set” to users
- Manage redirects and virtual hostnames on server
- Create new directories, assign and change ownership
- Alert users when they are approaching their allocated quota
- Provide information regarding active redirects, virtual host mapping, quota usage, and web server file ownership to Client
- Perform system-level backups for the purpose of system recovery

1.7 Complaints

All complaints relating to the operation of the help service, including:

1. Expected level of support
2. Actual support offered and delivered
3. Personnel responsible for providing or administering support
4. Any other issue relating to this document or the relationship between ZINFI Technologies, Inc. and the Client

that are received by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.

Section 2: ZINFI Responsibilities

2.1 Functional Overview

ZINFI Technologies, Inc. will provide a service for the resolution of the platform related faults and queries (supported modules and usage only) encountered by Client end users throughout the tenure of the contract. This includes the following specific responsibilities:

1. Provision of a Help Desk or similar facility
2. Extracting information from end users as per Client specified list of questions
3. Timely referral of faults to Client
4. Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Hours of Operation

The ZINFI Technologies, Inc. Help/Support Service will be available (both through email and phone) 24 hours Monday to Friday globally (English only) and during normal working hours regionally, except on public holidays where alternative arrangements will be made and publicized.

Normal working hours refers to an 8x5 hours per country. This is provided in English, but we do provide support on a 24x5 basis in English.

2.3 Response Priorities

Table 2.3 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial telephone/email response to the Client as per Section 2.4 of this document.

Table 2.3: Response Priority*

Priority	Definition	Examples
1	Total system inoperability*	No partners or no client users can access the platform due to the entire portal being down
2	Partial system inoperability	One or more core features are not working for multiple users
3	Unable to perform core business functions	One or more core features are not working for a specific user

4	Future feature requests	Product enhancement feature requests
5	Resolution available but not released/deployed	ZINFI has a patch or newer version available that resolves the issue, but client has decided not to roll out

*This response priority will be applicable for production environment only.

2.4 Priority Level Response Times

Table 2.4 shows the required initial telephone/email response times for the individual priority ratings. The indicated telephone/email response time represents the maximum delay between a fault/request being reported by a Client and the Client representative being contacted by ZINFI Technologies, Inc. representative by telephone/email. The purpose of this telephone/email contact with Client by ZINFI Technologies, Inc. is to notify the Client of the receipt of the fault/request from Client and provide the Client with details of the proposed action to be taken in respect of the particular fault/request.

Table 2.4: Priority Level Response Times***

Priority	Response Time	Typical Resolution Target
1	30 minutes	1 hour*
2	4 hours	1-2 business days
3	1 business day	2-4 business days
4	Monthly sprint planning	Should be discussed as a part of Engineering Change Management process**

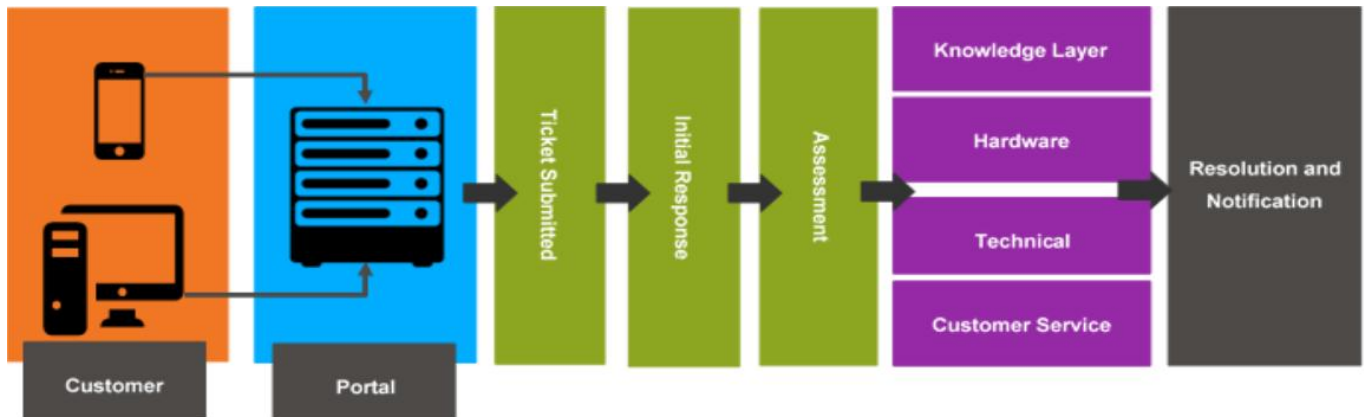
*hourly credit applied. If there is Total system inoperability as defined by P1 in Table 2.3 then ZINFI would provide credit on an hourly basis for the hours that P1 is not resolved.

**may be chargeable if cannot be used for other clients

***The response time and resolution target will be applicable for production environment only

2.5 Platform Support Available

Tickets can be submitted via the ZINFI Client Portal, email or by telephone. Support issues are triaged as they are received, ensuring all ZINFI Clients will receive the level of care they require when facing a critical issue.



2.6 Protection of Client Data

ZINFI will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Client Data (other than by Client or Users). Except with respect to a free trial, the terms of the data processing addendum (“DPA”) are hereby incorporated by reference and shall apply to the extent Client Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by ZINFI, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. Upon request by Client made within 30 days after the effective date of termination or expiration of this Agreement, ZINFI will make Client Data available to Client for export or download as provided in the Documentation. After such 30-day period, ZINFI will have no obligation to maintain or provide any Client Data, and as provided in the Documentation will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control, unless legally prohibited.

Section 3: Client Responsibilities

3.1 Functional Overview

ZINFI Technologies, Inc. is the provider of UCM platform and support to the Client.

3.2 Hours of Operation

A ZINFI Technologies, Inc. representative will be available to provide support functions between the hours of [Time] am and [Time] pm Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by Client.

3.3 Response Times

ZINFI Technologies, Inc. accepts the priority assigned as per the Response Priority Matrix in 2.3 and Priority Assignment criteria in 2.4.

3.4 Service Level Targets

The Client will respond within the time specified by the priority allocation. ZINFI Technologies, Inc. will issue reports, as and when required, to the Client unit manager for the purpose to meet service level targets.

3.5 Usage Restrictions

Client will not (a) make any Service or Content available to anyone other than Client or Users, or use any Service or Content for the benefit of anyone other than Client or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-ZINFI Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-ZINFI Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of ZINFI intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Client's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

Section 4: Confidentiality

4.1 Confidential Information

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client Data; Confidential Information of ZINFI includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional ZINFI services.

4.2 Protection of Confidential Information

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.

4.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

Section 5: General Service Commitment

5.1 Service Level

ZINFI will use commercially reasonable efforts to make the Included Services each available for each Client with a Monthly Uptime Percentage of at least 99.99%. In the event any of the Included Services do not meet the Service Commitment, you will be eligible to receive hourly credit for Priority 1 issues as described in Section 2.3.

5.2 Maintenance and Service Changes

The regular maintenance window is the second Sunday of the month [to be mutually decided between Client and ZINFI Technologies, Inc.], from 12 AM to 7 AM US Pacific Standard Time.

Every attempt will be made to perform non-emergency changes during this window. When possible, changes will be communicated in advance to Client and indicated on the semi-annual report by ZINFI Technologies, Inc.

Maintenance and service changes are scheduled during regular maintenance windows, as appropriate. ZINFI Technologies, Inc. schedules maintenance and service changes that cannot be scheduled during regular maintenance windows are scheduled at the discretion of ZINFI Technologies, Inc and the same is conducted to the client prior to a month.

A maintenance window is a defined period of time during which planned outages and changes to production (see definition below) services and systems may occur. The purpose of defining standard maintenance windows is to allow the Client of the service to prepare for possible disruption or changes.

Four weeks of notice to be provided by ZINFI to Client for major upgrades.

5.3 Maintenance Window

The Maintenance Window for the UCM platform:

- Planned outages are generally scheduled and performed between 12 AM and 7 AM US Pacific Standard Time on Sundays.
- Planned outages and changes will not be scheduled during significant Client events or key dates.
- Planned outages will not qualify for credit refund.

5.4 Emergency Changes and Maintenance

Whenever possible, emergency changes and maintenance will be done after business hours. Users will be notified in advance or shortly after an emergency maintenance is performed. ZINFI Technologies, Inc. will communicate what the emergency was, how it was fixed, and any possible implications to web applications or sites.

5.5 Priority Assignment Criteria

Faults/requests are assigned a priority level as indicated in the ZINFI Technologies, Inc. Response Priority Matrix in Section 2.3 of this document. The response time indicates the initial telephone/email response by Client, as described in Section 2.4 of this document.

5.6 Method of Return of Resolved Faults

Immediately following actual resolution of each individual fault/request, a ZINFI Technologies, Inc. representative will notify the Client by telephone or email of the completion of the fault/request. Within 48 hours of resolution, ZINFI Technologies, Inc. will provide the Client with complete details of resolution, date and time of completion and estimated time taken in the actual resolution.

5.7 Failure to Perform

If ZINFI Technologies, Inc. fails to meet any Service Level, ZINFI Technologies, Inc. shall promptly, at no additional charge, use all reasonable efforts to minimize the impact of and correct the problem, and begin meeting the Service Level as soon as practicable.

5.8 Service Credits

ZINFI's SaaS application is provided as-is and no warranties above and beyond uptime will be provided. As a part of uptime warranty, ZINFI will provide an hourly credit for every hour ZINFI's system is fatally impaired and not available to deliver its SaaS services to all users, as defined in Section 2.3 as Priority 1 issues. In such cases and hourly credit note will be calculated and provided to Clients as follows:

- Total Hourly Credit Amount = Total Annual SaaS Subscription Contract Value (\$**** / (365 days x 24 hours per day)), i.e. \$**** per hour (to be calculated per contract)
- Client can apply credit notes to any future professional service invoices”

5.9 Credit Request and Payment Procedures

To receive a credit note, the Client must be in compliance with policies for acceptable use of the Service found in their Agreement with ZINFI and must submit a claim to billing support at ZINFI. Contact information will be included in part of the Master Services Agreement (MSA)

To be eligible, the credit request must be received by us prior to the end of the next billing cycle and must include:

1. reasonable details regarding the Claim, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Client to resolve the Incident.
2. request logs that document the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

3. additional and sufficient evidence to support the Claim and must be submitted by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Client provides Notice on January 20th, Client must provide sufficient evidence to support the Claim by February 28th).

ZINFI will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim and we will accept and approve by issuing a credit note. Your failure to provide the request and other information as required above will disqualify you from receiving the credit note. Unless otherwise provided in the Agreement, this SLA sets forth your sole and exclusive remedies, and ZINFI's sole and exclusive obligations, for any unavailability, non-performance, or other failure by us to provide the Included Services. ZINFI will use commercially reasonable efforts so that Client can utilize the credit amount in the next billing cycle.

Section 6: SLA Exclusions

Downtime does not include, and credit will not be provided for the following situations:

1. The period of time when the Service is not available as a result of Scheduled Downtime; or
2. The following performance or availability issues that may affect the Service:
 - a. Due to factors outside ZINFI's reasonable control, including any force majeure event or natural disasters.
 - b. That resulted from Client's or third-party hardware, software or services.
 - c. That resulted from actions or inactions of Client or third parties or Client's employees, agents, contractors, or vendors.
 - d. That were caused by Client's use of the Service after ZINFI advised Client to update/modify its use of the Service, if Client did not update/modify its use as advised;
 - e. Through Client's use of beta, trial offers, early access programs and/or demos (as determined by ZINFI).

Section 7: Definitions

- “Agreement” means the ZINFI Unified Channel Management (UCM) Agreement that governs the Service.
- “Claim” means a claim submitted by Client to ZINFI that a Service Level under this SLA has not been met and that a Service Credit may be due to Client.
- “Client” means the person or organization that contracted for Services under the Agreement.
- “Downtime” means a period of time when Clients are unable to read or write any Service data for which they have appropriate permission.
- “Exclusions” means the performance or availability issues
- “Incident” means a set of circumstances resulting in an inability to meet a Service Level.
- “Notice” means that within specified business days following an Incident, Client must notify Client Support of the Incident.
- “Service” or “Services” means the ZINFI Unified Channel Management (UCM) aSaaS platform service provided to Client pursuant to the Agreement.
- “Scheduled Downtime” means published maintenance windows or times where ZINFI notifies Client of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime.
- “Service Credit/Credit Note” means the amount credited to Client by ZINFI for a validated Claim.
- “Service Level” means the percentage of Service availability for a given month that ZINFI agrees to provide Client, which is measured by the Monthly Uptime Percentage.
- “Subscription Fee” means the monthly amount that Client pays ZINFI for their subscription to the Service.