



ethnio™

# Sample Service Level Agreement



Version no. 3

Wednesday,  
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Ethnio, Inc.

6121 W Sunset Blvd  
Los angeles, CA 90028  
Tel (888) 879-7439  
Web [ethn.io](http://ethn.io)



# Summary

This Service Level Agreement (“SLA”) is incorporated by reference into the **[Enterprise Yearly Agreement]** (the “Agreement”) between Ethnio, Inc. (“Vendor”) and \_\_\_\_\_ (“Customer”), and governs the provision of the Software Service by Vendor to Customer pursuant to the Agreement. All capitalized terms not defined herein shall have the meanings given to them in the Agreement.

## Service Availability

Vendor will maintain monthly uptime (“Availability”) of 99.95%, excluding scheduled downtime (of which Vendor will give advance notice and which Vendor will schedule during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday), not to exceed twenty-four (24) hours in any calendar month.

## Website Response Measure

Minimum webpage / JavaScript connect time is less than 1.0 second 80% of the time, 2.0 seconds 90% of the time, and 4.0 seconds 100% of the time

## Failure to Achieve Availability Standards

If Availability falls below the above standard during any calendar month, Customer may elect to receive a credit from Vendor against license fees and payments due for the months following any month in which Availability does not meet the standard, as liquidated damages and not as a penalty, an amount equal to fifteen percent (15%) of the license fees and payments due to Vendor from



Customer for that month. If Availability falls below the above standard for any three months during a six-month period, Customer may terminate the Agreement. This applies to license fees and no other types of fees.

## Technical Support & Problem Resolution

Vendor will provide telephone assistance at (888) 879-7439 during regular business hours and 24 hours a day/7 days a week email assistance at [help@ethn.io](mailto:help@ethn.io) for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below.

### Problem Resolution

Vendor will correct all problems that are reported by Customer or of which Vendor otherwise becomes aware in accordance with the following:

1. *Functionality of the Software Service is impaired or some users are unable to access or use some functionality.*

Vendor will respond to and Vendor's senior engineers will commence efforts to fix these problems no later than one (1) hour after Customer's report of such problem or Vendor's detection of such problem, whichever is earlier. Vendor will use reasonable and continuous efforts to fix these problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix no later than thirty (30) days after Customer's report of such problem.

2. *Low impact to users of the Software Service.*

Vendor will respond to these problems within four (4) hours after Customer's report of such



problem or Vendor's detection of such problem, whichever is earlier, during Customer's regular business hours (or on the next business day, if the problem is reported outside of Customer's regular business hours).

## Contingencies

Vendor will, in accordance with industry best practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of Vendor to provide Support in accordance with this Exhibit, including, without limitation, loss of production, loss of systems, loss of equipment, industrial relations problems with Vendor's or Vendor's subcontractors' personnel, failures in the supply chain, failure of carriers and the failure of Vendor's or its Vendors' equipment, computer systems or business systems.

## Additional Support

Vendor will provide such additional technical assistance and remediation services to Customer as Vendor may provide from time to time to its other customers of the Software Service.