

Service Level Agreement (SLA) - Standard

This document defines the levels of service promised by Beekeeper in relation to “Support” and “Service Availability”. It also details the “Service Credits” Beekeeper may grant the Customer in the case of non-compliance with the service levels as set out in the Service Credits section.

SUPPORT

Customers experiencing incidents or problems with Beekeeper can request Support either directly via Beekeeper’s helpdesk (<https://beekeeper.zendesk.com/>) or via email to support@beekeeper.io.

Authorized Users can also easily submit a request directly via the Beekeeper app, or our Help Center. In addition to the above, Administrators can submit a request via the support chat function available in the Beekeeper app, and Premium Support Customers can contact their Customer Success Manager. First response and resolution times are calculated from the moment the ticket is opened in Beekeeper’s helpdesk.

Beekeeper’s support is effective upon the effective date specified in the Order Form, and ends upon the expiration or termination of the offering under such ordering document (the "support period"). Beekeeper is not obligated to provide support beyond the end of the support period.

Beekeeper will assign a Severity Level to each support request according to the definitions below:

SEVERITY LEVEL *	DEFINITION - The incident or problem is characterized by the following:
Severity 1	<ul style="list-style-type: none"> a) The Beekeeper system is down, OR b) Key component(s) of the Beekeeper core product offering functionality is not working AND no workaround available, AND c) It affects >80% of Customer Authorized Users
Severity 2	<ul style="list-style-type: none"> a) Core functionality of the Beekeeper system is not working, BUT workaround exists, AND b) It affects > 50% of the Customer Authorized Users
Severity 3	<ul style="list-style-type: none"> a) Non-core functionality is not working. The effect of the incident or problem does not directly impact the customer’s ability to use Beekeeper, OR b) It affects < 50% of the Customer Authorized Users
Severity 4	<ul style="list-style-type: none"> a) Customer experiencing incident or problem which is not level 1, 2 or 3 classified, OR b) Non-Beekeeper device specific problem, OR c) Sporadic occurrences

** This excludes iOS Beekeeper App Support which is covered separately below.*

According to the Severity Level, the following First Response and Resolution Time apply:

SEVERITY LEVEL	FIRST RESPONSE TIME	RESOLUTION TIME
Severity 1	8 Business Hours	48 Business Hours
Severity 2	16 Business Hours	72 Business Hours
Severity 3	24 Business Hours	30 Business Days
Severity 4	40 Business Hours	60 Business Days

First response time = The time between the ticket being opened in Beekeeper's help desk and confirmation to the customer via the ticketing system that we have received the request and are investigating the incident or issue (any automated response from the ticketing system does not count towards first response time)

Resolution time = The time between the ticket being opened in Beekeeper's help desk and the removal of the incident or problem. For Severity 1 issues, the provision of a workaround means Beekeeper will downgrade the Severity Level to Severity 2 or Severity 3 based on the extent to which the workaround improves the situation. For Severity 4 issues, Beekeeper retains the right to decide through their internal product development prioritization process which features to add or change.

Business Hours = First response: 9am - 3am (CET) during Business Days., Resolution: 9am - 6pm (CET) during Business Days.

Business Days = Monday to Friday excluding public holidays.

Exclusions

- I. Problems related to iOS apps have a different resolution times due to the internal AppStore processes managed by Apple Inc. and are outside of Beekeeper's control.
- II. Requests for new features are not covered by this SLA.

SERVICE AVAILABILITY

Beekeeper will make commercially reasonable efforts to ensure the Services (excluding any Third Party Applications) are available 24/7 for at least 99.9% of the time, excluding,

- I. Any planned downtime out of Business Hours provided Customer is given 24 hour notice of such;
- II. Congestion whereby high traffic levels result in service disruption, caused by the Customer exceeding any agreed capacity;
- III. Customer inaccessibility: if, for any reason, the Customer cannot be reached to correct an availability issue, then time will be frozen until Beekeeper can make contact with the Customer to begin fixing the availability issue;
- IV. Issues resulting from problems caused by Customer's failure to follow agreed procedures, or caused by unauthorized changes to the Services by the Customer; (v) material breach by Customer of the terms of this Agreement; or (vi) a force majeure event as defined in the Beekeeper Subscription Agreement.

An availability of the service of 99.9% is guaranteed in the monthly average. The availability is defined in accordance with operating time, downtime, maintenance, and unavailability experienced.

“Unavailable Time” means the Beekeeper API is not available. The Monitoring Service reports of availability are always available at status.beekeeper.io.

SERVICE CREDITS

A “Service Credit” is a dollar credit, calculated as set forth below, that Beekeeper may credit back to an eligible, active and not-terminated Customer account:

AVAILABILITY SERVICE LEVEL DEFAULT	SERVICE CREDIT
Less than 99.9% and higher than or equal to 99.5%	2%
Less than 99.5% and higher than or equal to 99.0%	5%
Less than 99.0%	10%

SUPPORT SERVICE LEVEL DEFAULT	SERVICE CREDIT
85% to 90% of Support Tickets meet the First Response and Resolution Time	2%

80% to 84% of Support Tickets meet the First Response and Resolution Time	5%
Less than 80% of Support Tickets meet the First Response and Resolution Time	10%

Credit Request and Payment Procedure

To apply for a Service Credit, the customer must submit a ticket via support@beekeeper.io within 30 days of the month in which the Unavailable Time occurred or the Response and Resolution Time did not meet the Service Level Default. The ticket must include (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times for which you are requesting credit; and (iii) any applicable information that documents the claimed outage. Service Credit shall be issued to the Customer's Beekeeper balance for future use only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account.

Termination for Repeated Downtime

Notwithstanding, if the Availability is less than 98.00% in any two (2) consecutive calendar months or three (3) times in any consecutive six (6) month calendar period (each a "Triggering Event") Customer shall have thirty (30) days from the last day of the month in which the Triggering Event occurred to terminate the Services for cause by providing thirty (30) days written notice of termination to Beekeeper. Upon receipt of a proper notice of termination, Beekeeper shall provide, upon Customer's request, with up to thirty (30) days of continued Services ("Transition Services") during which time Customer shall coordinate the transition of the Services to a new provider. All fees and credits called for under the Master Subscription Agreement, Order Forms, and SLA shall be in full force and effect during the Transition Services period.

Except for Customer's termination rights set forth in the Master Vendor Agreement, any refunds or credits provided pursuant to this SLA will constitute Beekeeper's sole liability and Customer's sole and exclusive remedy for any failure to achieve an Availability of 99.9%. Availability shall be based on monitoring by Beekeeper, and Beekeeper will notify Customer of all missed service levels via status.beekeeper.io.

Force Majeure

Beekeeper will have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of Beekeeper or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm. Beekeeper will provide Customer with notice of such an event and its expected duration.