

Service Level Addendum

Chatitive Services

These Service Level Addendum is incorporated into and subject to the Chatitive Platform as a Service Agreement (the “**Agreement**”) under which Customer acquired its rights to use the Chatitive Services. This Addendum describes the service levels applicable to the Chatitive Services, and is an “Additional Terms of Use” for purposes of the Agreement. Except as otherwise expressly defined in this Addendum, capitalized terms have the meaning ascribed to them in the Agreement.

Service Availability Objective

Chatitive will use reasonable efforts to meet or exceed the Availability Objective for the Chatitive Services. The availability objective (“**Availability Objective**”) is a measure of the time that Customer (and, where applicable, its customers or end users) is guaranteed to be able to utilize the Chatitive Services. The Availability Objective is expressed on a monthly basis.

Description	Availability	Availability Objective
Availability of the Chatitive Services API	24 hours per day, 7 days per week	99.9%

The Availability Objective is intended to measure the percentage of time the Chatitive Services are available to Customer (and, where applicable, its customers or end users) during a month. The actual Availability Objective will be calculated as follows:

$$Availability\ Objective = \frac{(Potential\ Uptime - Outage\ Time)}{Potential\ Uptime} \times 100$$

Where:

“**Excluded Time**” means the number of minutes during Force Majeure Events and Scheduled Maintenance.

“**Force Majeure Event**” is any occurrence or contingency beyond Chatitive’s reasonable control, including but not limited to, acts of God, riots, acts of terrorism, war, any negligent act by Customer, any problem with any system or technology not in Chatitive’s control, including without limitation any problem associated with the Internet, a telecommunications service provider, wireless carriers, third party services or applications, end user mobile devices, equipment or facilities located on Customer’s premises, Chatitive or Customer’s ISP, Customer’s systems, applications or technology, any action or inaction of Customer or any third party, Chatitive’s suspension of Customer pursuant to the Agreement, alpha, beta or other pre-release version of the Chatitive Services or other version that is not generally available, or any third-party interface that the Chatitive Services rely upon.

“**Potential Uptime**” is the number of minutes in the calendar month less Excluded Time.

“**Scheduled Maintenance**” is any non-emergency maintenance on the Chatitive Services.

“**Outage Time**” is the number of 5 minute periods during which the Chatitive Service API was unavailable to Customer (according to third party performance and monitoring services contracted by Chatitive) or, where applicable, its customers or end users, during the calendar month, aggregated to a total number of minutes (e.g. four 5 minute periods = 20 minutes of Outage Time). Outage Time does not include Excluded Time.

Scheduled Maintenance

Chatitive will endeavor to carry out maintenance work that may affect the availability of the Chatitive Services between **12:00 am PT – 5:00 am PT**. Chatitive will endeavor to provide notice to Customer in advance of such maintenance work.

Credits

If Chatitive does not meet the Availability Objective in a particular month, Customer will be entitled to service credits equal to the percentage of the billing for that month ("**Service Credit**") as follows:

Availability Objective	Service Credit
< 99.9	10%
< 95.0	20%

Service Credits will be issued for use against a future invoice only. Chatitive will not provide refunds or cash value. Service Credits may not be transferred.

In order to apply a Service Credit described above, Customer must send a support ticket to Chatitive within thirty days from the time Customer becomes eligible to receive a Service Credit requesting to apply the Service Credit to the following month's invoice. The support ticket must include "Service Credit Claim" as the subject of the ticket. The support ticket must also include the dates and times for the Outage Time and a calculation of the Availability Objective, as well as any applicable information documenting the Outage Time. Service Credits cannot be rolled over to subsequent months.

Service Credits shall be Customer's sole and exclusive remedy for any unavailability of the Chatitive Services or other failure by Chatitive to provide the Chatitive Services.