SERVICE LEVEL AGREEMENT (SLA)

Effective on Mar 26, 2021

During the Term of the Service Agreement (as applicable, the "Agreement"), the Covered Service will provide a Yearly Uptime Percentage to Customer of at least 99.9% (the “Service Level Objective ” or “SLO”). If GW Solutions Ltd does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer’s sole and exclusive remedy for any failure by GW Solutions Ltd to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement.

DEFINITIONS

The following definitions apply to the SLA:

- **“Covered Service”** means: The web based payment validation services provided by GW Solutions Ltd and API endpoints used to access the validation services.
- **“Downtime”** means: Loss of external connectivity due to the failure of GW Solutions Ltd's systems.
- **“Downtime Period”** means a period of one or more consecutive minutes of Downtime. Partial minutes or Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.

“Financial Credit” means the following:

Yearly Uptime Percentage	**Percentage of annual bill for the respective Covered Service affected which did not meet SLO that will be credited to future annual bills of Customer**
99.00% - < 99.90%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- **“Yearly Uptime Percentage”** means total number of minutes in a year, minus the number of minutes of Downtime suffered from all Downtime Periods in a year, divided by the total number of minutes in a year.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify GW Solutions Ltd technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide GW Solutions Ltd with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, GW Solutions Ltd will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which GW Solutions Ltd will make available for auditing by Customer at Customer's request.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by GW Solutions Ltd to Customer for any and all Downtime Periods that occur in a single billing year will not exceed 50% of the amount due by Customer for the Covered Service for the applicable year. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of GW Solutions Ltd's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Client Area.