

SERVICE LEVEL AGREEMENT

If not expressly defined in this Service Level Agreement (“SLA”), capitalized terms used herein shall have the meaning ascribed thereto in the applicable agreement to which this SLA is attached (“Agreement”).

1. General

Mobb.dev Inc. (the “Company”) represents that support personnel will be available to answer questions and otherwise assist in troubleshooting problems that may occur in the day-to-day running of the Software.

2. Support Services and Channels

Company’s channels shall be available during regular working business hours. Company’s support can be contacted in English by email at support@mobb.ai.

3. Incident Response Time – Service Level Priority Descriptions

The Company will render support in response to all communications within the response time set forth below, based on the priority level of the incident according to the terms and response time listed below, either directly or through Company’s representatives (the “Support Services”).

Severity	Description	Response Time to initial handling	Temporary Solution or Workaround	Permanent Solution Target
Critical	Software is inaccessible or not functioning, significant impact threatening productivity	1-4 hours	48 hours from Response	As soon as commercially available
High	Incident impact is high, Software is proceeding but in an impaired fashion.	4-12 hours	96 hours from Response	As soon as commercially available
Medium	Incident does not have significant current impact.	12-24 hours	1 week from Response	At Company’s discretion
Low	Incident regards a question to the usage of the Software or otherwise of an informative nature.	2 business days	N/A	At Company’s discretion

In this table-

“**Permanent Solution**” means a resolution of the underlying cause of the incident or any other development or implementation which enables Customer to use the Software at full capacity.

“**Response Time**” means the duration between the receipt of a support request by Customer and the initial response by Company to the Customer for clarification of the incident.

“**Temporary Solution**” or “**Workaround**” means a fix to the incident which enables Customer to continue using the Software albeit with a diminished capacity, or in a manner that reduces the issue severity to a Medium level.

4. Service Uptime – Availability Service Level

4.1 The Company will provide the Support Services in a manner that meets or exceeds the service levels described herein.

4.2 The Software shall be available no less than 99.9% of the time twenty-four (24) hours per day, seven (7) days per week, including holidays measured on a monthly basis (the “**Availability Commitment**”).

4.3 “**Service Unavailability**” is defined as the number of minutes in a given month in which the Software was not available to the Customer, excluding the exclusions set forth in Section 4.4 herein, as measured by Company’s monitoring systems.

4.4 Exclusions to Service Unavailability:

- Force Majeure, where the Software was unavailable due to an incident which was not within the control of the Company including unavailability caused by acts of God, acts of government, insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, pandemic, unavailability of telecommunications and internet service due to general unavailability of telecommunication or internet service provider’s systems or other catastrophic event beyond the reasonable control of the Company.
- The Software was unavailable due to planned maintenance, provided that the Company provides the Customer at least three (3) days’ advance notice (via email) that the Software shall be unavailable due to maintenance and/or upgrading.

- (c) The Software was unavailable due to (a) resulted from Customer's software, network or hardware or third party, network software or hardware, or both; (b) resulted from abuses or other behaviors that violate the Agreement; or (c) caused by Distributed Denial of Service (DDoS) attacks and/or other unlawful activity.

5. Service Level Credits

- 5.1 As a remedy for Service Unavailability, the Company shall credit Customer's account with the applicable percentage as set forth in following table of the invoiced amount for the next cycle billing ("**Credit**"):

Services Uptime	Percentage Credit
99.9% or greater	0%
97% to < 99.9%	5%
90% to < 96.9%	10%
< 90%	20%

- 5.2 The Credit shall be calculated by multiplying the applicable credit percentage as shown in the table above (the "**Credit Percentage**") by the fees payable by Customer to the Company, in the monthly timeframe, in which the Credit is processed.
- 5.3 The Company will apply a Credit only against Customer's payments otherwise due from Customer under the Agreement. A Credit will not entitle Customer to any refund by the Company.
- 5.4 To receive a Credit, Customer shall submit a Credit request to the Company within ninety (90) days following the monthly timeframe, in which the Service Unavailability occurred. Customer's failure to provide the request and other information that is essential to determine the scope of the Service Unavailability, set forth above within ninety (90) days of the incident will disqualify customer from receiving a Credit.
- 5.5 The aggregated maximum number of Credits to be issued by the Company to Customer in a single monthly timeframe will not exceed 100% of the amount due by Customer to the Company, under the Agreement, for the applicable month, and the excess amount will be forwarded to next months until credited in full or until no further payments are due (in such case any excess shall be relinquished).
- 5.6 Notwithstanding anything elsewhere to the contrary, the award of Credits, as indicated herein and Company's actions in accordance to Section 3 above, shall be Customer's sole and exclusive remedies available for Customer for: (1) any failure by Company to meet its obligations under this SLA; and (2) any incident or error in the Software.

6. Changes to this SLA

The Company may modify this SLA, provided the level of service will not materially decrease during the Customer's subscription term.