

Service Availability, Service Levels and Technical Support

Service Availability

The Service will be available 99.5% ("Service Availability") of the time measured monthly, excluding scheduled and emergency maintenance, and any of the following events will not be considered "downtime" for purposes of the above Service Availability measurement:

- Any outage determined to be a result of Customer's acts or omissions or breach of the Agreement;
- Any outage determined to be a result of services or equipment not within equipifi's control, including without limitation, Customer's hardware and software, the FI core, FI mobile app, or network API;
- Any outage determined to be beyond the reasonable control of equipifi.

The Service will be "available" if the Service is available for access and use by Customer over the internet and operating in material accordance with the equipifi's Documentation.

Customer is responsible for maintaining and managing its computer networks, servers, FI core and mobile app, and software, and any equipment related to the foregoing. Customer will promptly inform equipifi in the event any downtime occurs.

Customer Support

Customer support coverage parameters specific to the Service covered in this Agreement are as follows:

- **Telephone support:** 8:00 AM. to 6:00 P.M. (MST) Monday – Friday.
- Emergency calls received out of office hours will be forwarded to a mobile phone; reasonable efforts will be made to answer and/or respond to the call; however, this cannot be guaranteed.
- **Email support:** Monitored 8:00 AM. to 6:00 P.M. (MST) Monday – Saturday.
- Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.

Unless otherwise agreed to by the equipifi in writing, all customer support will be provided remotely.

Service Requests

In support the Service outlined in this Agreement, the equipifi will respond to Service related incidents and/or request submitted by the Customer with the following time frames based on applicable to the severity level, as determined in the equipifi's sole discretion:

Severity Level	Description	Response Time
High	Issue results in a complete loss of service (production system is completely down) or normal business cannot function. There is no workaround available.	Within 0-8 hours (during business hours)
Medium	Issue results in one or more major functional area(s) of the product are not working, but there is a workaround and the end user's operations can proceed sub-optimally.	Within 48 hours (during business hours)
Low	Issue results in minor loss of service. Small functional area(s) of the system are not working or a non-critical functional area is not working correctly, but there is a workaround to the problem.	Within 5 business days
Enhancement Request	Issue having no operational impact on the end user (e.g. requests for information, cosmetic issues, language clarification requests).	Will be evaluated for inclusion in future releases

Service Level Credit

If equipifi fails to meet the Service Availability for any month, and provided that Customer notifies equipifi of such failure within 90 days after the end of the month in which the Service failed to satisfy the Service Availability as set forth above and equipifi verifies such failure, then equipifi will issue a credit on Customer's invoice the following month in an amount equal to twenty percent (20%) of the Fees applicable to the applicable Service, excluding any third-party fees, one-time fees, and taxes. Additionally, if equipifi fails to meet the Service Availability for two (2) consecutive months or three (3) months out of any twelve (12) month rolling period, then Customer may terminate this Agreement for cause and owe no termination fees. The foregoing service level credit sets forth the equipifi's sole obligation and liability and Customer's sole and exclusive remedy for any Service Availability downtime as set forth above.