

ZYRL Service Level Agreement

This service level agreement (SLA) is a key component of ZYRL's overall service level management (SLM) strategy. We believe this SLA will function as a communication vehicle for you as a valued customer to see the expectations we hold ourselves to as a company. By definition, an SLA is an agreement—not a contract, but yet as desired we want it to serve as a guideline to the level of service that ZYRL wishes to provide.

This Service Level Agreement (“SLA”) is used by ZYRL with its Customers as a guide for the Services and Support contained within the Terms of Service, which are available on our website at www.Zyrl.us

Upon completion of purchasing the ZYRL product, ZYRL shall adhere to the following SLA in regards to the standard ZYRL product and the uptime of any deployed ZYRL Products, exhibit, or addendum to the Terms of Service.

1. Definition of Terms

Client Success Manager – ZYRL representative that will handle a Customer's Work Request.

Work Request – Any Customer issue that is submitted and tracked by ZYRL.

Customer Representative – Any representative of the Customer's organization can submit a Work Request to a ZYRL Client Success Manager to request technical assistance or report a problem.

Client Success/Support Contact Information -

Email: clientsuccess@zyrl.us

Phone: 415-604-5198

Business Hours – 9:00am to 5:00pm PST Monday through Friday

Response Time – The estimated period of time between communications with ZYRL during the investigation of a Work Request. The contact frequency may vary if agreed by both ZYRL and the Customer.

2. Problem Severity

As long as Customer is current in making the payments required by the submission of payment and this Agreement, ZYRL will respond to problems reported by a Customer Representative according to the problem severity levels defined below.

ZYRL reserves the right to assign or modify the Severity of a given problem if one is not provided by the Customer or if the submitted severity level does not meet, in ZYRL’s sole discretion, the definition as defined below.

Severity	Definition	Example
Critical/Down	Loss of service to ZYRL Product	<ul style="list-style-type: none"> ● Inability for Customer to access ZYRL Dashboard ● Inability for customers to use ZYRL product. ● ZYRL apps not loading at all
Major	Outage or problem affecting specific application or parts of Dashboard	<ul style="list-style-type: none"> ● Inability to customize tagging on ZYRL dashboard ● Inability to customize campaign on ZYRL Dashboard ● Inability to view tagging and campaign statistics on ZYRL dashboard ● ZYRL apps not loading

Average	Problem results in incorrect, incomplete, or inconsistent results	<ul style="list-style-type: none"> ● Inability to enable/disable secondary features of products or applications in the ZYRL Dashboard ● Inability to enable/disable secondary features of products or applications in the ZYRL Dashboard that do not affect app performance
Minor	Minor problem or request that is not time sensitive	<ul style="list-style-type: none"> ● Intermittent issues that cannot be replicated consistently ● Minor issues to ZYRL Dashboard or application that do not affect performance ● Product change request ● Product version updates

3. Maximum Response Times

This Agreement provides remote technical assistance via telephone and email according to the Severity of the Work Request and within the response times detailed below.

The response times described below are only provided to Customers and are applicable to software classified as “Active and Functionally Stable” by ZYRL and according to the Severity level of the reported problem.

These response times assume that any discovered problem can be reproduced by ZYRL. If ZYRL cannot reproduce the problem, a fix may not be provided according to these response times.

ZYRL shall have no liability with regards to any time delay in ZYRL'S response to the Customer due to the Customer's failure to provide all requested information promptly to help ZYRL reproduce an issue.

Within Business Hours:

Severity	Target Response Time	Target Resolution Time	Target Update Frequency
Critical/Down	1 Hour	2-4 Hours	2-4 Hours
Major	3 Hours	As agreed upon by ZYRL and Customer	Daily
Average	6 Hours	As agreed upon by ZYRL and Customer	As agreed upon by ZYRL and Customer
Minor	24 Hours	As agreed upon by ZYRL and Customer	As agreed upon by ZYRL and Customer

Outside of Business Hours:

Severity	Target Response Time	Target Resolution Time	Target Update Frequency
Critical/Down	5 Hour	5-8 Hours	6 Hours
Major	8 Hours	As agreed upon by ZYRL and Customer	Daily
Average	12 Hours	As agreed upon by ZYRL and Customer	As agreed upon by ZYRL and Customer

Minor	24 Hours	As agreed upon by ZYRL and Customer	As agreed upon by ZYRL and Customer
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4. Client Success/Support Assistance

This Agreement provides remote technical assistance via telephone and email. Customer Representatives are entitled to request technical assistance from ZYRL Technical Support and Client Success Manager teams. Technical assistance will be provided for all requests during Business Hours and for Critical/Down severity requests during non-Business Hours. Customer is entitled to an unlimited number of Work Requests.

Customers are entitled to submit Work Requests by telephone or email. Once a Customer Representative submits a Work Request, ZYRL will begin notifying appropriate staff and assign an Client Success Manager to the case.

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Phone: 415-604-5198

5. Call Escalation Management

Customer may contact the ZYRL Client Success Manager to raise or lower the Severity of a Work Request to reflect changed business or technical impact. ZYRL will address any Work Requests that are modified in this way with the level of attention appropriate to the new Severity as defined within this policy document.

To escalate a problem, Customer may contact the ZYRL Client Success Manager assigned to the Work Request. Such escalations will receive prompt attention and ensure appropriate focus from ZYRL.

6. Upgrade Protection Plan

ZYRL will periodically release software updates and certain upgrades to deployed products to correct errors or to otherwise improve ZYRL product performance. ZYRL provides access to these software updates by applying these updates during Customer non-business hours whenever possible.

Upgrades means any new versions or new releases of ZYRL software, which may include enhancements, and are distributed as a general release for no additional license fee. Upgrades do not include new versions and new releases of the software that are either (i) marketed as a new product and/or contain new features and functionality; or (ii)

contain a substantially new source code base developed to support a different technology platform.

7. Identification of Product Errors

In order to identify and resolve a problem, Customers may be asked to provide additional data including, but not limited to:

- Reproducible test case
- Scenario definitions
- Link to ZYRL account
- Link to ZYRL specific application
- Link to 3rd party applications
- Frequency of occurrence

In order to verify a product error, the Customer must provide a complete description of the product error to enable ZYRL to proceed with the problem investigation, including sufficient information to enable ZYRL to reproduce the problem.

Customer is responsible for all actions required to verify and substantiate the existence of a product error and to ascertain the conditions under which the problem may be duplicated.

8. Product Error Corrections

ZYRL does not warrant that ZYRL product is error free, although reasonable efforts are made to ensure ZYRL product work as designed. Due to the technical complexities of ZYRL product and the environments in which the products are used, newly reported and identifiable product errors may take several weeks, or months, to debug, write, test, and integrate a fix. For Critical product errors, ZYRL will make reasonable efforts to develop a workaround that can be used until the error has been resolved.

At its discretion, ZYRL may make available a software update for newly reported and identifiable product errors of a Critical nature. Where possible, unit testing of the software update is performed prior to release, although such software updates do not undergo full system testing or integration testing. ZYRL therefore does not warrant the behavior of any software update made available to the Customer.

9. Third-Party Vendor Support/ Point of Sales Systems Integration

Technical support from ZYRL is not available for problems that arise as a result of the use of ZYRL products in conjunction with software from third-party vendors such as square, facebook, etc.

10. Exclusions

ZYRL shall have no obligation to provide technical support services if a problem is caused by: (a) misuse of ZYRL products, (b) any fault of Customer's agents or employees, (d) any attempts at modifications to the ZYRL product performed by other than personnel of ZYRL, (e) casualty, act of God, strikes, riot, war, the unauthorized acts of third parties, (f) failure or interruption of any electrical power, telephone, or communication line or like cause, (g) in proper security of log in credential or lost of that information, (f) any other cause external to the ZYRL product except ordinary use.

11. Monthly Uptime

ZYRL warrants that its products provided pursuant to this Agreement will be available 99.0% of the time in a given month ("ZYRL SLA").

.....The ZYRL SLA shall not apply to performance issues: (a) to the extent caused by factors outside ZYRL's reasonable control but not limited to internet provider issues, third-party service issues, weather related service interruptions, acts of God, and other non-ZYRL related hosting issues; (b) that resulted from any actions or inactions of Customer or any third parties not affiliated with ZYRL; (c) that resulted from Customer's equipment and/or third-party equipment; or (d) that are scheduled by ZYRL for purposes of maintaining or updating the product. Notwithstanding the foregoing, the ZYRL SLA does apply to performance issues caused by, or on account of, ZYRL sub-contractors including but not limited to Amazon-branded web services.

If ZYRL does not meet the ZYRL SLA, Customer shall request, in writing, a detailed explanation of downtime and, should ZYRL be at fault per the definitions above, the Customer shall be eligible to receive Service Level Credits described below.

Monthly Uptime Percentages	Days of Service Added to End of Term at No Charge
< 99.0% -> = 97.0%	2
< 97.0% -> = 00.0%	8