

Flockler Service Level Agreement

1. Introduction

This Flockler Service Level Agreement ("SLA") is a policy governing the use of the Flockler platform and services.

The Flockler platform is Software as a service (SaaS) product. The platform enables Customers to create, customize and publish Sites combining editorial, curated and social content.

The contracting parties in the SLA are the service provider and the Customers. Flockler is the provider of the services covered by SLA.

2. Availability of the service

Flockler will use commercially reasonable efforts to make Flockler SaaS platform available with an Availability of at least 98 % during the Service Month, excluding scheduled maintenance.

The availability percentage is used to measure the availability of a data communications connection. This percentage is calculated according to the following formula:

$$\text{Availability (\%)} = 100 * \frac{\text{Actual connection uptime}}{\text{Agreed connection uptime}}$$

In the event Flockler does not meet the Availability commitment, you will be eligible to receive Compensation as described below.

3. Compensation

Compensation is deducted from the monthly fee of the service provided.

If we fail to meet the Availability commitment above, you will be eligible for a credit: Five percent (5%) of the fees for each day of downtime, up to 100% of the fees.

4. Technical support

Flockler contact person is available during office hours (9am – 5pm), excluding Finnish bank holidays, to instruct, assist and advise client's representative in the maintenance of the Service and issues related to faults, defects and failures.

For critical faults, interruptions and downtime notifications, Flockler's contact person can be reached 24/7.

5. Response times

Flockler shall respond to a support request in less than two (2) hours from a support incident from customer's representative to Flockler's support number, support e-mail or support web site, during the support hours. Flockler's response shall include (i) the initial acknowledgement of the Severity Level, (ii) acknowledgement of actions to be taken to investigate the fault and the estimated timing thereof.

6. Fault Categories

Any faults in the service must be reported immediately to Flockler's contact person and the service team team@flockler.com

In critical faults, please contact by phone:

Austin Simon: +12123210632

Faults are categorized in three severity levels:

- (i) Critical fault is a fault that prevents operational usage of the Service.
- (ii) Major fault is a fault that prevents Service to perform according to documentation but does not prevent operational usage of the Service.
- (iii) Minor fault is a fault that does not prevent operational usage of the Service.

Client defines the severity level of a fault and Flockler can change this severity level if the reason for such a change can be justified.

7. Fault Correction

In case of critical faults Flockler shall start problem isolation and resolution immediately in accordance with Response Times as set above and the correction work continues, also outside Support Hours, until the problem is fixed.

In case of major fault, Flockler shall start problem isolation and resolution immediately in accordance with Response Times as set above and the Correction work is done during working hours and a Correction is being delivered as Update or workaround during support hours.

In case of minor faults Flockler shall repair the fault during office hours and the Correction will be delivered in the next Software Update.

8. Software updates

Periodically Flockler will issue new Software Updates. These Software Update releases may contain new features, improvements to the existing functionality and corrections of faults. Flockler agrees to inform in advance, if the Software Update release requires updates to any third party software.

9. Scheduled maintenance

Flockler reserves the right to perform scheduled maintenance operations outside office hours to ensure the quality of the service provided. Scheduled maintenance is notified at least three days in advance.

10. Termination of the contract

Contract between Flockler and Client can be terminated immediately, if Flockler fails to meet Availability of at least 98 % for two consecutive Service Months, excluding scheduled maintenance.