



# **Service Level Agreement**

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This Nubovi Service Level Agreement (“Service Level Agreement”) outlines the service level performance targets applicable to the Nubovi Service.

## **1 Service Availability Objectives**

For all our customers who have subscribed to our service, Nubovi will use commercially reasonable efforts to make the Nubovi service available at least 99.5% of the time, measured over the course of each calendar month, excluding Scheduled Downtime (as that term is defined below) and unavailability arising out of or caused by the failure of any third party vendor, the Internet, an emergency or force majeure event, or another reason beyond Nubovi’s reasonable control (“Nubovi Subscription Service Availability”). The Nubovi Service will be considered unavailable only when there is no external connectivity for a five minute period.

Our service support is provided on a best-effort basis, during EU business hours (CET 08:00-17:00) across all subscriptions.

## **2 Scheduled Downtime**

A minimum of three days’ advance notice will normally be provided for all scheduled downtime to perform system maintenance, backup and upgrade functions for the Nubovi Service (the “Scheduled Downtime”) if the Nubovi service will be unavailable due to the performance of such work.

## **3 Unscheduled Downtime**

“Unscheduled Downtime” means any time outside of the Scheduled Downtime when the Nubovi Service is not available to perform operations, excluding any unavailability caused by the failure of any third party vendors, the Internet, any emergency or force majeure event, or any other reason beyond Nubovi’s control. If use of the Nubovi Service is enjoined, Nubovi may, at Nubovi’s option, do one or more of the following: (i) procure for Customer the right to use the Nubovi Service, (ii) replace the Nubovi Service with other suitable services or products, or (iii) refund the unearned prepaid portion of the Fees paid by Customer for the Nubovi Service or the affected part thereof.

## **4 Service Level Objectives**

If Nubovi does not meet the Nubovi Subscription Service Availability objectives of this Service Level Agreement, Customer may notify Nubovi in writing of its obligation to address stated issues or concerns. Nubovi will provide Customer a documented plan (the “Cure Plan”) to address stated issues or concerns within an appropriate period (“Cure Period”) of not less than 15 days and not more than 45 days. If Nubovi fails to complete its obligations as set forth in the Cure Plan, Customer shall advise Nubovi within writing of any remaining issues or concerns not addressed to Customer’s reasonable satisfaction and shall have the right to terminate the Agreement effective immediately. This Service Level Agreement states Customer’s sole and exclusive remedy, and the Nubovi’s entire liability, for any failure to meet the applicable Services Availability objectives.

## **5 Contact us**

If you have questions about this Service Level Agreement, please reach out by visiting this page on our website: <http://www.nubovi.com/pages/contact>