

This Service Level Agreement (SLA) or Service Level Agreement (SLA) sets forth Pingflow's commitments with respect to the availability of software services, as well as the Customer's recourse in the event of a breach of such commitments. Unless otherwise agreed in writing between the parties, test or non-production cases, development issues or problems related to demonstration or sandbox environments are excluded from the application of this SLA. All terms not defined herein shall have the meaning set forth in Pingflow's Terms of Service for Customers.

1. COMMITMENT TO UPTIME

The software services will be operational and accessible to the Customer 24 hours a day, 7 days a week, with a monthly uptime percentage of at least 99%. If Pingflow meets the uptime commitment, the Customer may request a service credit.

Uptime is the percentage of total possible minutes that software services were available during a month.

$$Uptime\ percentage = ((Scheduled\ uptime\ minutes - Downtime\ minutes) / Scheduled\ uptime\ minutes) \times 100\%$$

Scheduled uptime is the number of minutes in a calendar month, minus scheduled downtime.

A "[status](#)" web page provides a real-time view of platform activity, incidents and scheduled maintenance.

2. Maintenance

Software services are available according to a delivery model that generally allows the

deployment of patches and features without service interruption.

Pingflow performs maintenance operations that may result in downtime in order to maintain the efficient operation of the software services (scheduled downtime). If such downtime is required, Pingflow will give the Customer at least forty-eight (48) hours' notice. In the event of emergency maintenance requiring downtime (emergency downtime), Pingflow will not give prior notice.

3. Downtime

Downtime is the total number of minutes that software services were unavailable during a month, as confirmed by Pingflow's systems. The downtime period begins when the software services are unable to accept all connection requests, as confirmed by two (2) consecutive monitoring failures within a five (5) minute period.

Downtime excludes the following:

- a) Factors beyond Pingflow's reasonable control, including acts of God, failures or problems with the Customer's systems, or problems arising out of or in connection with the Customer's systems, shall not affect Pingflow's ability to perform its obligations under this Agreement. beyond the demarcation point of the Customer's IT infrastructure;
- b) Scheduled and emergency downtime for maintenance.

4. Service credit

If Pingflow fails to meet the monthly uptime commitment, the Customer may receive a service credit for the month in question in accordance with the following table:

Uptime	Service credits
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Between 99% and 100%	Compliance with commitment to uptime
Between 98.5% and 99	Eligible for 5% service credit
Less than 98.0	Eligible for 10% service credit

To receive service credits, the Customer must submit to Pingflow, within fifteen (15) days of the downtime, a request containing the detailed information necessary for Pingflow to validate the request. The request must include (i) a detailed description of the incident; (ii) information on the time and duration of the downtime; (iii) the number of subscriber users affected (if any) and their respective locations.

The solution's performance commitments are governed by compliance with the terms of use... Refreshing datasources by less than 10 seconds can lead to performance latencies in the solution, depending on the external services used. The global variable is defined by the user and can only receive specific content for a single use. A wallboard can contain up to 50 slides.

If the Customer has purchased software services from a third-party reseller or authorized Pingflow reseller, the application and service credits must be sent directly to that third-party reseller or authorized reseller.

Pingflow will evaluate all available information and determine if a service credit is due. If a service credit is due, Pingflow will apply it to the Customer's next invoice.

5. Service support

Pingflow will provide the Customer with qualified personnel for the following purposes: (i) to provide advice on the configuration and use of the services

(ii) intervene in the event of service interruptions and, if necessary, correct defects, errors, bugs or other failures in software services through the following communication channels:

- Self-help: Support articles and videos available as part of software services; support.pingflow.co.uk + community: Interactive support with Pingflow's customer support team;
- Ticket / support platform: sav@pingflow.fr;
- priority email: project manager's email
- Telephone: Telephone number provided when software services are implemented.

6. Support priority and response time

The Customer must provide the necessary information to the support team to establish a support request. The Pingflow support team may raise or lower the priority of the request depending on the impact of a problem on the Customer's business.

Pingflow will use commercially reasonable efforts to meet the following response times:

Priority level	Problem status	Response time	Support channels
P1	Critical problem	Within 4 hours during working hours	email, phone
P2	Downgraded service	Within 6 hours during working hours	email, platform
P3	Problem	In a	email,

	e general	1 business day lead time (UTC +1)	platform, status page
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Working hours: 9am-5pm Monday-Friday excluding public holidays and closed periods (UTC +1) Support/upgrade request: if you subscribe to a support offer, tickets will be processed within 48 hours.

The Customer establishes the priority level of the support request when transmitting it. The priority level is used to determine the response time that will apply in accordance with the following principles:

- Priority 1 - Business-critical problem: means complete loss of service or major function totally unavailable; no workaround exists. Development issues and problems in sandbox environments are excluded.
- Priority 2 - Degraded service: means intermittent problems and reduced quality of service. An alternative solution may be offered.
- Priority 3 - General problem: includes questions, feature requests, development issues and problems related to test or sandbox environments.

Pingflow reserves the right to change the priority level at any time if the classification is incorrect. Pingflow support team members may also raise the priority level if the situation is deemed more urgent than originally reported. Requests for assistance sent without any indication of priority level will be assigned priority 3.

The Customer's exclusive remedy for non-provision of software services by Pingflow in the event of unavailability is to obtain a service credit in accordance with this SLA.

Contact

If you have any questions, queries or complaints, please contact us by e-mail at: contact@Pingflow.fr

Terms of use

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