

Service Level Agreement

Version 1.1 – December 28th, 2020

This CampaignBuddy Service Level Agreement ("**SLA**") is between LMSYS LLC, DBA CampaignBuddy ("**CampaignBuddy**", "**us**", "**we**", or "**our**") and users of the CampaignBuddy Services ("**you**", "**user**" or "**customer**") that governs the use of the CampaignBuddy Services under the provisions of the CampaignBuddy Terms of Service (the "**Terms**").

Unless otherwise provided herein, this SLA is subject to the provisions of the Terms.

1. CampaignBuddy Service Commitment: 99.00% Uptime

CampaignBuddy will take all reasonable measures to keep uptime, in minutes, at or above 99.00% (ninety-nine percent) over a trailing 365-day period. This means we guarantee you will experience no more than 5,256 minutes of Unavailability over a trailing 365-day period.

The guaranteed Annual Uptime Percentage is subject to the SLA Exclusions listed within this document under *SLA Exclusions*. If we do not meet the Service Commitment, you may be eligible to receive a Service Credit as defined in the document under *Service Commitments and Service Credits*.

2. Definitions

Annual Uptime Percentage	Calculated by subtracting from 100% (one hundred percent) of minutes during over a trailing 365-day period in which the CampaignBuddy Services were Unavailable. For purposes of calculating System Availability, only downtime occurrences exceeding 30 seconds will apply. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.
Business Hours	6:00am to 9pm, Central Standard Time (CST), United States, not including Saturday, Sunday, or public holidays.
Corrections	Corrections, changes, or workarounds CampaignBuddy may provide Customer for any defects, errors, or malfunctions in CampaignBuddy software or systems.
Degraded Performance	A lower quality of service as described in this SLA (e.g. temporarily broken or temporarily unavailable functionality).

Downtime	<p>Period of time during which the Software is wholly unavailable to Customer, including maintenance occurring outside of Maintenance Hours for which less than 24 hours notice was provided to affected Customers. However, Downtime shall not include:</p> <ol style="list-style-type: none"> 1. Scheduled Maintenance; 2. Degraded Performance; 3. Factors outside of CampaignBuddy’s control, including any Force Majeure Events; 4. Failures of the internet; 5. Acts or omissions of Customer and its Users; 6. Enforcement of Regulations; or 7. Hours outside of the Business Day.
Force Majeure	<p>Such as an act of God or act of government, including but not limited to flood, fire, earthquake, civil unrest, act of terror, provider strike or other labor problem, internet service provider failure or delay, or denial of service attack.</p>
Maintenance	<p>Scheduled Unavailability of the Software as announced by us with 24 hours notice to the Software becoming Unavailable.</p>
Maintenance Hours	<p>Monday to Friday from 12:00am – 6:00am CST and all-day Saturday/Sunday</p>
Malevolent Code	<p>Downtime occurs due to code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.</p>
Other Applications	<p>Any on or offline software application created or provided by Customer or any party other than CampaignBuddy that interoperates with CampaignBuddy Software Product or Hosted Service (e.g. Facebook, Google, Twitter).</p>
Resolution Time	<p>The time that elapses from the Response Time until the ticket is resolved.</p>

Scheduled Maintenance	Planned outages, either suspending service in full or in part, which CampaignBuddy will endeavor to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period of time for the maintenance required and which, where possible, shall take place during Maintenance Hours.
Service(s)	Relates to an active CampaignBuddy License/Subscription
Service Credit	A credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.
SLA Effective Date	The date the Customer registers for a CampaignBuddy License/Subscription
Software	CampaignBuddy code, applications, database, systems, or scripts created by us and used or accessed by customer, directly or indirectly, including all functionality described in the Terms.
Ticket	An electronic created by CampaignBuddy for a Customer requesting a solution to an incident.
Unavailable and Unavailability	App services, servers and databases not running or not reachable due to CampaignBuddy's fault.

3. Software Upgrades.

CampaignBuddy is constantly improving our Software and we want our Customers to benefit from such improvements. To that end, CampaignBuddy will:

- a) Provide Customer with corrections, changes, or workarounds (“Corrections”) for any significant defects, errors, or malfunctions in CampaignBuddy Software on a timely basis, given the nature and scope of the defect.
- b) CampaignBuddy will promptly notify Customer of any upgrades that will significantly affect user functionality.

- c) Make release notes available and identify any significant impact upgrades may have on existing customizations when applicable.
- d) Make available to Customer any revisions reflecting upgrades and improvements to the Software.
- e) Make all commercially reasonable efforts to introduce updates in a manner that can be disabled where applicable. CampaignBuddy reserves the right to immediately upgrade and incorporate enhancements directly related to security, enhancement features, or patching of supporting systems.

4. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on your CampaignBuddy invoice for the monthly billing cycle in which the Unavailability occurred per rolling calendar year and is then applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Annual Uptime Percentage less than 99.00% but equal to or greater than 98.50%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected resources;
- For Annual Uptime Percentage less than 98.49%, you will be eligible for a Service Credit of 20% of the charges attributable to the affected resources

We will apply any Service Credits only against future payments for the Services otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from CampaignBuddy. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

5. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

In no event will Customer be entitled to a refund for downtime caused by maintenance, a Force Majeure event, or for non-compliance of the Terms.

6. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing support@campaignbuddy.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- the account name and ID number; and
- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Annual Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

7. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

1. Caused by factors outside of our reasonable control, including any force majeure event, internet access, or problems beyond the CampaignBuddy server and/or database;
2. That resulted from any actions or inactions of you, Other Applications, or any third party;
3. That resulted from the equipment, software or other technology of you, Other Applications, or any third party;
4. Caused by you for non-compliance of Terms with CampaignBuddy or Other Applications;
5. That is less than 30 seconds of downtime per incident;
6. That occurs during the hours of 12:00am to 6:00am Central Standard Time (CST, United States); and/or
7. That resulted from any Maintenance or Emergency Maintenance.

If availability is impacted by factors other than those used in our Annual Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.