



SERVICE LEVEL AGREEMENT

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1. Service Levels, Backup and Disaster Recovery and Acceptable Usage Policies

1.1. Introduction

This Virtuoso Service Level Agreement is a document governing the use of the Virtuoso ("Service Commitment") under the terms of the Virtuoso EULA (the "Virtuoso Agreement") between SpotQA LTD (trading as Virtuoso), and its affiliates ("Virtuoso", "us" or "we") and users of Virtuoso services ("you"). This SLA applies separately to each account using Virtuoso. Unless otherwise provided herein, this SLA is subject to the terms of the Virtuoso Agreement and capitalized terms have the meaning specified in the Virtuoso Agreement. We reserve the right to change the terms of this SLA in accordance with the Virtuoso Agreement.

1.2. Scope

This document sets Virtuoso failure scenarios that we are expected to handle and provide availability for Virtuoso throughout. It is designed to inform the Virtuoso users of the expectations of their service operations regarding data backups, disaster recovery procedures and acceptable usage policies. It informs about failure scenarios that have been considered and SLAs for any contracts signed for use of Virtuoso.

2. SLA & Service Commitment

Virtuoso will use commercially reasonable efforts to make Virtuoso SaaS available with a Monthly Uptime Percentage (defined below) of at least 99.50% during any monthly billing cycle (the "Service Commitment").

We monitor uptime and availability of Virtuoso and aim to provide availability of the Virtuoso web application 99.50% of the time. For each individual module operability that may be subject to limitations e.g: limitations placed on the size of jobs that can be run, target application incompatibilities, feature failure of our supplier, third party integration and other limitations described on the Virtuoso Support Service, should not be considered as service "unavailability" outage.

We will notify you of any planned downtime at least 1 week before any activity. Our notifications to you of any planned downtime will include

1. Scheduled outage
2. Affected components
3. At-risk period

Where we determine that an outage is caused by a failure in your application, or by activity in violation of our Terms of Service or is in contravention of our recommended best practices with Virtuoso we reserve the right at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

2.1. Service Credits

Service Credits are calculated as a percentage of the monthly pro-rata charges paid by you for the Virtuoso service that did not meet the Monthly Uptime Percentage commitment and reported as an outage incident through Virtuoso support channels, in a billing cycle in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.50% but equal to or greater than 95.00%	10%
Less than 95.00%	25%

Service Credits are not refunds, cannot be exchanged into a cash amount, are capped at a maximum of 30 days of paid service, require you to have paid any outstanding invoices and expire upon termination of your customer contract. Service Credits are the sole and exclusive remedy for any failure by Virtuoso to meet its obligations under

this SLA. To use an accrued service credit you must notify us in writing at least 3 business days prior to the payment due date for the bill to which you want to apply the credit. Credits may not be used on settled bills from prior months..

2.2. Measures Taken to Support the Service Commitment

Virtuoso will undertake reasonable measures to assure the availability of the platform, including but not limited to:

- Using third-party suppliers that are SOC2 or equivalent certified for security, availability, and integrity
- Selecting third-party services with commitments that meet exceed this Service Commitment and using these services in accordance with the supplier's requirements to deliver the service level.
- Running redundant instances of application services in multiple geographical distinct locations
- Using a change management process for all modifications to the production environment, including code reviews and testing

3. Maintenance Events and Upgrades

In addition to unforeseen outages caused by events beyond our control, we may perform routine releases or scheduled downtime for the Virtuoso platform to carry out maintenance or upgrades. We will endeavour to make these changes at times that minimise the impact on the majority of our customers.

Releases of the product will be made subject to our internal release policy and are not expected to affect the availability of the platform. Releases are generally made at least once every month.

During maintenance, we will aim to provide availability of unaffected services throughout the period but may notify you that they could potentially be affected. Whenever maintenance is scheduled, we will advise you at least 7 calendar days prior to the event with the following information:

- Maintenance reason
- Components affected
- At-risk period (if any)
- Expected completion time

We will advise you when the maintenance is complete.

4. Backups & DR

We take daily snapshots of the database that stores your data. We maintain 30 days of these backups. If we experience an outage from our compute provider that causes

the permanent loss of both our database and its standby, we will use our compute provider's [backup restore procedure](#) to create a new database with the most recent backup. Whenever we have to perform a restore operation, we will advise you of the point in time when the snapshot was taken. The typical RTO for loss of both database and hot-standby is 6 business hours.

4.1. Data Retention

The Virtuoso application retains your execution results complete with the journey as-run for your retention period. If a customer ceases to be an active customer of Virtuoso, we may retain their data for 12 months before completely purging it from our systems with no possibility of retrieving it. We may at your request in writing through a support ticket remove your data within 60 days. This excludes data that we are obligated by law to retain.

5. SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Virtuoso, or any other Virtuoso performance issues:

1. That result from a suspension of the Virtuoso Agreement;
2. Caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Virtuoso;
3. That result from any voluntary actions or inactions from you or any third party;
4. That result from you not following the basic operational guidelines described in the Virtuoso User Guide (as documented in the quotas and thresholds section), or not following our acceptable usage policy;
5. That result from your equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within our direct control);
6. That result from any pre-advised maintenance and new releases pursuant to the conditions set out in the Maintenance Events section;
7. Arising from our suspension and termination of your right to use Virtuoso in accordance with the Virtuoso Agreement (collectively, the "Virtuoso SLA Exclusions");
8. Occurring during beta and trial services, unless otherwise agreed to in writing by Virtuoso;
9. Caused by Customer's continued use of the Service after Virtuoso has advised

Customer to modify such use, if Customer did not modify its use as advised; or

10. Performance or availability issues: Due to events outside of Virtuoso's control, including but not limited to, Issues caused solely by:

- a. Customer's or its End Users' hardware, software or connectivity issues;
- b. corrupted Customer Content;
- c. acts or omissions of Customer, its employees, agents, contractors, or vendors; or
- d. a third party gaining access to the Service by means of Customer's Authorized Users' accounts or equipment;