

CHECKIN-19.COM

Service Level Agreement

1. Overview

CHECKIN-19's SLA service is an **optional**, value-add service designed to provide guarantees around availability and disaster recovery as well providing access to a support desk service which gives you the ability to raise service requests for inquiries, support requests and logging of issues.

CHECKIN-19's Support Level Agreement Includes:

- 1. Guaranteed service uptime
- 2. Service credits where we fail to meet uptime guarantees
- 3. Redundant database backup service
- 4. Support service

Our SLA & Support service is aimed at entities who wish to have guaranteed access and availability to the CHECKIN-19 service, as well as access to support for any queries, requests, or issues.

2. Service Level Agreement

This CHECKIN-19 Service Level Agreement ("SLA") between Digital Stock Limited ("CHECKIN-19", "us" or "we") and users of the CHECKIN-19 Services ("you") governs the use of the CHECKIN-19 services under the provisions of the CHECKIN-19 Terms & Conditions (the "Terms")

Unless otherwise provided herein, this SLA is subject to the provisions of the Terms. This SLA applies separately to each CHECKIN-19 account under. This SLA does not apply to our 'free' CHECKIN-19 plan

2.1 Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the CHECKIN-19 web services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Maintenance" means pre-arranged or scheduled temporarily Unavailability of CHECKIN19's web, communicated by us prior to the CHECKIN-19.

"Unavailable" and "Unavailability" mean, the CHECKIN-19 web services are completely unreachable at the fault of CHECKIN-19.

"Credit" means a credit amount NZ dollar, calculated as set forth below, that we may credit back to an eligible account.

2.2 Service Commitments and Service Credits

By subscribing to our service, you will receive a minimum of 3-months' notice of any service/feature closure and we will meet our obligations as outlined in our Service Commitment (see 2.4 below.)

Subscription credits are calculated as a percentage of the total charges due on your CHECKIN-19 invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.94% but equal to or greater than 99.0%, you will be eligible for a Service Credit of 10% of the entire monthly charges.
- For Monthly Uptime Percentage less than 99.0%, you will be eligible for a Service Credit of 30% of the entire monthly charges.

For example: *if your service were Unavailable for 30 minutes, you would be eligible for a Service Credit for 10% of that account's subscription usage for the month.*

2.3 Credit Request and Payment Procedures

We will undertake monitoring services to ensure we are meeting our SLA standards and aim to pro-actively make you aware of any downtime outside our Service Commitment. However, you can also submit a claim by emailing contact@checkin-19.com.

2.4 CHECKIN-19 Service Commitment: 99.94% Uptime

CHECKIN-19 will use commercially reasonable efforts to make your CHECKIN-19 services will remain available with at least 99.94% uptime during any monthly billing cycle (the "Service Commitment") Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

A Monthly Uptime Percentage of 99.94% means that we guarantee you will experience no more than 26.28 min/month of Unavailability.

2.5 SLA Exclusions

The Service Commitment does not apply to any Unavailability:

- That results from a suspension for breaching the Terms of use;
- Caused by factors outside of our reasonable control, including any force majeure event, or major Internet access outage;
- That results from any actions or inactions of you or any third party;
- That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
- That results from failures of CHECKIN-19 not attributable to Unavailability; or
- That results from any scheduled Maintenance.

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

2.6 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.

