



Service-Level Agreement

This Service-Level Agreement (“SLA”) is hereby incorporated into the Purchase Order Terms and Conditions available at <https://www.appsflyer.com/gatedpdfs/pdfs/Purchase-Order-Online-Terms-and-Conditions.pdf>, or any other agreement with AppsFlyer which specifically refers to this SLA (the “Terms”). Unless expressly agreed otherwise in writing by the Parties, the terms of this SLA shall apply to the provision of Goods and/or Services by the Supplier to AppsFlyer under the Terms, if and to the extent applicable.

Capitalized terms not otherwise defined hereunder shall have the meaning ascribed to it under the Terms.

1. Technical Support Description. Supplier will provide to AppsFlyer telephone and email support (“**Technical Support**”) twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Supplier.
 - a. Request for Technical Support. Technical Support requests are made by calling or emailing Supplier’s Technical Support staff or by submitting a request via Supplier’s customer service web portal. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
2. Technical Support Problem Severity Levels
 - a. Problem Severity Level 1.
 - i. Description. This Problem Severity Level is associated with: (a) Goods and/or Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of AppsFlyer’s Data; or, (c) loss or corruption of all or part of AppsFlyer’s Data.
 - ii. Request Response Time. 30 minutes.
 - iii. Request Resolution Time. 2 hours.
 - b. Problem Severity Level 2.
 - i. Description. This Problem Severity Level is associated with significant and/or ongoing interruption of a critical function (as determined by AppsFlyer) of the Goods and/or Services and for which no acceptable (as determined by AppsFlyer) work-around is available.
 - ii. Request Response Time. 1 hour.
 - iii. Request Resolution Time. 4 hours.
 - c. Problem Severity Level 3.
 - i. Description. This Problem Severity Level is associated with: (a) minor and/or limited interruption of a non-critical function (as determined by AppsFlyer) of the Goods and/or Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
 - ii. Request Response Time. 8 hours.
 - iii. Request Resolution Time. 24 hours.
 - d. Problem Severity Level 4.
 - i. Description. This Problem Severity Level is associated with: (a) general questions pertaining to the Goods and/or Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.
 - ii. Request Response Time. 8 hours.
 - iii. Request Resolution Time. 48 hours.

For each hour over the hours specified above that a response or resolution was not provided (as applicable), Supplier shall provide AppsFlyer a Performance Credit equal to 1 day calculated on a pro-rata basis.

3. Availability Service Level.
 - a. Minimum Up Time. Supplier shall eliminate any Downtime (as defined below) or intermittent order processing issues within its control, and shall provide a minimum of 99.9% Up Time (as defined below) each month.
 - i. “**Up Time**” means and is to be measured by: (i) the total number of minutes during a calendar month in which the Services are completely available and usable, excluding time spent on Approved Maintenance, (ii) divided by the total number of minutes during the calendar month. “**Approved Maintenance**” means notified and scheduled maintenance.

The following formula shall be used to calculate Up Time for a given month:

$$\text{Up Time} = (\text{Total minutes in the calendar month} - \text{Total minutes Downtime in such month}) / (\text{Total minutes in the calendar month})$$



- ii. **“Downtime”** shall mean (i) any lapse in availability of the Services, calculated from the Service interruption and ending when the Service is restored, provided the outage occurred within the Supplier facility. Downtime shall not include any lapse in availability due to Approved Maintenance.
- b. Payments by Supplier for Failure to Maintain Minimum Up Time. In any month in which Supplier fails to maintain Up Time of 99.9%, Supplier shall grant AppsFlyer a credit against amounts owing to Supplier in the following amounts:
- 0 – 44 minutes Downtime = no credit
 - Up to 4 hours Downtime = One day credit calculated on a pro-rata basis
 - 4 – 12 hours Downtime = One week credit calculated on a pro-rata basis
 - 12 – 24 hours Downtime = Two weeks credit calculated on a pro-rata basis
 - Over 24 hours Downtime = One month credit calculated on a pro-rata basis

All credits will be applied to the following month’s invoice. For clarity, in the event Services are pre-paid then, in lieu of any credit hereunder, Supplier shall refund the amount of the applicable credit to AppsFlyer within fifteen (15) days of the end of the month in which the credit accrued.