

This Service Level Agreement (“SLA”) is incorporated into and forms part of the Master Subscription Agreement (“Agreement”) between BigRentz, Inc. dba SiteStack (“SiteStack”) and Customer. Capitalized terms not defined in this SLA have the meanings set forth in the Agreement.

### 1. DEFINITIONS

**1.1 Downtime.** “Downtime” means the total accumulated minutes during which the Production Environment of the Platform is unavailable for access by Authorized Users, as measured by SiteStack’s monitoring systems, excluding Excluded Downtime. A period of Downtime begins when the Platform becomes unavailable and ends when service is restored.

**1.2 Excluded Downtime.** “Excluded Downtime” means any period of unavailability or degraded performance resulting from: (a) Scheduled Maintenance performed in accordance with Section 2.3; (b) failures, delays, or issues caused by Customer systems, networks, internet connectivity, hardware, or devices; (c) outages or performance issues resulting from third-party infrastructure providers (including cloud hosting providers, content delivery networks, telecommunications carriers, or internet service providers); (d) force majeure events as defined in the Agreement; (e) beta or pre-release features; (f) sandbox, testing, or other non-production environments; (g) acts or omissions of Customer, Authorized Users, Integrated Suppliers, vendors, or third parties under Customer’s control; (h) suspension of service permitted under the Agreement; or (i) denial-of-service attacks, malicious activity, or security incidents not caused by SiteStack’s failure to implement commercially reasonable safeguards. Excluded Downtime shall not be counted toward Downtime for purposes of calculating the Monthly Uptime Percentage.

**1.3 Monthly Uptime Percentage.** “Monthly Uptime Percentage” means the percentage calculated by subtracting Downtime from the total number of minutes in the applicable calendar month, dividing that result by the total number of minutes in such month, and multiplying by 100.

$$\text{Monthly Uptime \%} = (\text{Total Minutes in Month} - \text{Downtime}) \div \text{Total Minutes in Month} \times 100$$

**1.4 Production Environment.** “Production Environment” means the live, hosted, multi-tenant version of the Platform made generally available to Customer for operational use, excluding testing or sandbox environments.

### 2. AVAILABILITY COMMITMENT

**2.1 Uptime Commitment.** SiteStack will use commercially reasonable efforts to provide a Monthly Uptime Percentage of 99.5% for the Production Environment (“Uptime Commitment”).

**2.2 Measurement.** Monthly Uptime Percentage is measured on a monthly basis using SiteStack’s internal system logs and monitoring mechanisms. SiteStack’s records and calculations shall be determinative absent manifest error. Customer must notify SiteStack of any alleged outage promptly. Failure to report an outage does not automatically invalidate a claim but may affect verification. Measurements will be based on production service availability as observed by SiteStack’s monitoring

infrastructure. Temporary monitoring anomalies that do not reflect actual service unavailability will not constitute Downtime.

**2.3 Maintenance.** SiteStack may perform maintenance during the following windows:

- **Scheduled Maintenance:** Monday through Sunday, 6:00 PM – 2:00 AM Pacific Time
- **Emergency Maintenance:** At any time necessary to prevent or resolve critical issues

SiteStack will provide commercially reasonable advance notice for Scheduled Maintenance when practicable and will use commercially reasonable efforts to minimize disruption. Emergency Maintenance may be performed at any time as necessary to maintain stability and security of the Platform.

Scheduled Maintenance does not constitute Downtime and will not be included in availability calculations.

SiteStack may also perform maintenance outside these windows where reasonably necessary to maintain the security, stability, or performance of the Platform. Maintenance activities that do not materially interrupt customer access will not constitute Downtime.

### 3. SUPPORT SERVICES

**3.1 Support Hours.** SiteStack’s support hours are as follows:

- **Standard Support:** Monday through Friday, 8:00 AM – 5:00 PM Pacific Time (excluding SiteStack-observed holidays)
- **Emergency/Severity 1 Incidents:** May be reported 24/7/365 via designated emergency contact channels

**3.2 Support Channels.** Customer may submit support requests via:

- Email to: support@site-stack.com
- In-app support tools (when enabled)
- Emergency hotline (Severity 1 only, to be provided post Order Form execution)

### 4. INCIDENT CLASSIFICATION AND RESPONSE

Incidents are classified according to severity level. Response and target resolution times begin when SiteStack acknowledges and confirms the incident. Resolution targets are commercially reasonable goals and not guaranteed remedies.

Severity levels are defined as follows:

Severity	Description	Initial Response	Target Resolution
Severity 1 – Critical	Platform is completely unavailable or core transactional workflows are inoperable with no reasonable workaround.	2 hours	8 hours

Severity	Description	Initial Response	Target Resolution
Severity 2 – High	Major functionality materially impaired; Platform operational; workaround may exist.	2 hours	24 hours
Severity 3 – Medium	Non-critical functionality impaired; Platform operational.	4 hours	72 hours
Severity 4 – Low	Cosmetic issues, minor UI defects, documentation issues.	8 hours	Next scheduled release

Severity classification shall be determined by SiteStack acting reasonably and in good faith. Incident severity classifications are operational guidelines for support prioritization and do not independently determine whether Downtime has occurred under this SLA.

### 5. SERVICE CREDITS

**5.1 Eligibility.** If SiteStack fails to meet the Uptime Commitment in a given calendar month, Customer may request a service credit as set forth below. Service credits apply only to Fees attributable to the affected Production Environment.

Monthly Uptime Percentage	Service Credit
< 99.5% and ≥ 99.0%	5% of Monthly Fees Equivalent
< 99.0% and ≥ 98.0%	10% of Monthly Fees Equivalent
< 98.0%	20% of Monthly Fees Equivalent

Service credits are calculated based on the monthly fees equivalent. For annual billing arrangements, the monthly fees equivalent equals the total annual subscription fee divided by twelve (12) (“Monthly Fees Equivalent”).

### 5.2 Limitations.

- Credits may only be applied to future invoices.
- Credits have no cash value and are non-transferable.
- Credits cannot exceed 20% of the Monthly Fees Equivalent for the affected month.
- Customer must be current on all undisputed payment obligations.
- Credits shall not be issued if Customer has materially breached the Agreement.

**5.3 Requesting Credits.** Customer must submit a written request for service credits within thirty (30) days following the end of the calendar month in which the failure occurred. Failure to timely request credits constitutes a waiver of such claim.

### 6. EXCLUSIONS

SiteStack is not responsible for failures to meet the Uptime Commitment to the extent such failures result from Excluded Downtime as defined in Section 1.2

### **7. CONTINUOUS IMPROVEMENT**

SiteStack may modify the Platform architecture, infrastructure providers, hosting regions, scaling mechanisms, or operational configurations, provided such modifications do not materially reduce the overall functionality or security posture of the Production Environment.

### **8. CUSTOMER RESPONSIBILITIES**

Customer shall:

- Provide accurate and complete information regarding incidents;
- Maintain supported browsers and devices;
- Ensure internal networks meet reasonable connectivity requirements;
- Maintain appropriate backup connectivity;
- Promptly notify SiteStack of suspected outages;
- Cooperate in troubleshooting efforts.

Failure to meet these responsibilities may affect eligibility for service credits.

### **9. EXCLUSIVE REMEDY**

Service credits issued pursuant to this SLA constitute Customer's sole and exclusive remedy for SiteStack's failure to meet the Uptime Commitment. Nothing in this SLA modifies or expands SiteStack's liability under the Agreement.