



This Service Level Addendum forms part of the Adra Service Agreement (“Agreement”) and applies to Trintech’s Adra service (the “Service”). Any capitalized terms not defined in this Service Level Addendum will have the meanings ascribed to them in the Agreement. Each may be referred to as a “Party” or jointly the “Parties”.

Service Levels are designed to set expectations and help ensure that both Parties understand and agree to mutual levels of service for production environments for the Adra Services.

**Availability Guarantee.** Trintech provides at least 99.9% uptime with respect to the Adra Services during each calendar month of Subscriber’s term (collectively, the “Availability Guarantee”). Total possible uptime is calculated by taking the total time the Service would be available in a given month and subtracting the total time for Scheduled Maintenance, down periods initiated by Subscriber, or events that are beyond Trintech’s reasonable control such as issues associated with Subscriber-provided hardware or software.

If in any calendar month Trintech fails to meet the Availability Guarantee and Subscriber is negatively impacted by any unscheduled downtime excluding Scheduled Maintenance (i.e., inability to log into, access, or use the Services) Trintech will provide, as the sole and exclusive remedy and liability to Subscriber for Trintech’s failure to meet the Availability Guarantee, service credits as provided in the table below (“Service Credit”).

Availability Guarantee	Service Credit Percentage
95% - 99.89%	3%
90% - 94.99%	5%
Less than 90%	10%

**Service Credits.** Service Credits are calculated based on Subscriber’s pro-rated monthly Services fees for each given month in the Term. In order for Subscriber to receive a Service Credit, Subscriber must request it not later than five days from the end of the applicable month in which Subscriber believes Trintech did not meet the Availability Guarantee. Each Service Credit request submitted must detail when Subscriber discovered the downtime and the negative impact Subscriber suffered. Service Credit requests must be submitted to [support@adra.com](mailto:support@adra.com).

If Subscriber submits a Service Credit request and does not receive a response within 48 hours indicating that the request was received, Subscriber must resubmit the request. Trintech will use its system logs and other records to confirm the downtime prior to issuing any Service Credit. If Subscriber is past due or in default with respect to any payment or material contractual obligations to Trintech, Subscriber will not be eligible for any Service Credit. Service Credits will be applied collectively to the next renewal Term or billing cycle. Trintech will not refund any Service fees paid in advance for any failure to meet the Availability Guarantee.

**Scheduled Maintenance.** Periodic maintenance will be performed on the Services for system and software upgrades, service packs, hardware replacements and upgrades, and maintenance and backup procedures (“Scheduled Maintenance”). **Scheduled Maintenance time does not count as downtime for purposes of the Availability Guarantee and Service Credits.** Scheduled Maintenance typically is communicated no less than two weeks in advance, scheduled to occur on the weekend.

**Response Time Goals.** When alerted of a potentially critical problem by any of its monitoring systems, Trintech will begin troubleshooting and addressing the problem and will initiate contacting Subscriber through a support ticket, telephone call, or both depending upon the severity of the situation or the rules of engagement according to the table below. Support tickets initiated by Subscriber will receive responses in the same manner.

Priority Level	Example Situation	Response Time Goal
<b>Emergency: P1</b>	Subscriber cannot access the Services	Within 1 hour
<b>Urgent: P2</b>	Services are accessible but in a reduced state ( <i>timeouts or slow state of response</i> )	Within 2 hours
<b>Standard: P3</b>	Information or assistance ( <i>Services are functioning within acceptable parameters, but Subscriber requires information or assistance</i> )	Within 8 hours
<i>Trintech will exercise commercially reasonable efforts to meet the following response times goals but does not guarantee that the response times will always be met. Response times are not subject to Service Credits.</i>		

**Support.** Trintech will take all reasonable steps in assisting Subscriber in resolving problems with the Services. Please refer to the Services Information page at <https://www.trintech.com/terms-and-conditions/adra/> for information on support for the Services.

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