



Staffbase Service Level Agreement

This Service Level Agreement is effective from 5 May 2023.

This Service Level Agreement (“**SLA**”) is incorporated into the service agreement between Staffbase and Customer for the Services (“**Agreement**”). Capitalized terms not defined below have the same meaning as in the Agreement.

“**Uptime**” means the server availability for the Services, excluding Scheduled Downtime; currently available at <http://status.staffbase.com>.

“**Downtime**” means the minutes during the calendar month when the Services falls below Uptime.

“**Monthly Fee**” means the fees paid by Customer for the affected Services during the applicable calendar month of the Uptime failure, excluding fees for professional services, support, and similar services.

“**Scheduled Downtime**” means any period of planned maintenance, provided Staffbase has given Customer at least three (3) business days’ notice of such maintenance (with 24 hours notice for Scheduled Downtime due to critical issues or urgent security-related issues). Scheduled Downtime is excluded from calculating Uptime, Downtime, and Service Credits. Staffbase will use commercially reasonable efforts to schedule all Scheduled Downtime between 18:00 and 05:00 EST/EDT for hosting in the United States and between 18:00 and 05:00 CET/CEST for hosting in Germany.

“**Service Credit**” means a credit against Customer’s next invoice. If Customer will not receive another invoice because the Subscription Term is not renewing, then Staffbase will apply the Service Credit by extending the then-current Subscription Term for an amount of time corresponding to the amount of the credit (e.g. 10% Service Credit equals 10% calendar month extension). Service Credits are not eligible if Customer has overdue payments or is otherwise in breach of the Agreement and cannot exceed 16% of the Monthly Fees. For the avoidance of doubt, Service Credits are only credits and under no circumstances shall a Service Credit be paid in cash to Customer for any reason.

A. UPTIME

During the Subscription Term, Staffbase will provide the Services 24 hours per day, seven days per week, 365 days per year with an Uptime of at least 99.95%.

Service Credits. If, during any full calendar month of the Subscription Term, Uptime falls below 99.95% and Customer notifies Staffbase in writing by submitting a service support ticket by the end of the following calendar month, Staffbase will issue a Service Credit to Customer based on the table below:

Uptime as a percent of minutes in the month	Credit: Percent of Monthly Fee		
	Standard Support Plan	Premier Success Plan	Premier Success Plus Plan
> 99.95%	0%	0%	0%
> 99.50% to 99.95%	3%	5%	7%
> 98.1% to 99.50%	6%	8%	10%
98.1% and below	12%	14%	16%



B. INCIDENTS

Customers must assign an initial severity level to each incident they submit. Staffbase then reviews the incident report and assigns a final severity level to the Incident (the “**Severity Level**”) and prioritizes its responses and updates based on the Severity Level, as set out below and in accordance with Customer’s support plan. Premier Success Plus Plan includes support from both the EMEA and the Americas regions to expedite handling of the incident depending on location of the Admin User and the Severity Level of the incident. “**Response Time**” means the timeframe in which a customer submits an incident request and the Staffbase team responds with an acknowledgement, a solution, or clarification questions.

Severity Level	Response Time		
	Standard Support Plan	Premier Success Plan	Premier Success Plus Plan
<p>Level 1 - Critical</p> <p>Staffbase Services are unusable or unresponsive. Services are unusable or unresponsive, and Customer is persistently unable to continue essential operations and no temporary workaround exists.</p>	2 hours	2 hours	1 hour
<p>Level 2 - Urgent</p> <p>Key features of the Staffbase Services are unusable. Services are persistently not operating in accordance with the Documentation. Performance of key features is degraded for the majority of Customer’s users. No reasonable workaround is available.</p>	4 hours	4 hours	2 hours
<p>Level 3 - High</p> <p>Normal usage of the Staffbase Services are affected. Services are not operating in accordance with the Documentation. Performance of non-business critical features are degraded for the majority of Customer’s users.</p>	8 hours	6 hours	4 hours
<p>Level 4 - Minor</p> <p>Low-impact issue / request for information. Enquiry regarding a non-critical technical issue or request for information on Staffbase’s capabilities; a minor bug; or any issue with a reasonable workaround available.</p>	16 hours	12 hours	8 hours



C. GENERAL

Exclusions. Staffbase is not responsible for, and Staffbase's SLA above does not cover, issues or incidents arising from:

- Customer's equipment, software, network connections, infrastructure, and other systems;
- use of the Services in a manner not consistent with the Agreement;
- use of Third-Party Services;
- modifications to the Services by any party other than Staffbase;
- third-party systems, or third-party acts or omissions (e.g. DDoS attacks); or
- general Internet problems, force majeure events (as described in the Agreement), or other factors outside of Staffbase's reasonable control.

Updates. During a Subscription Term, Staffbase may update this SLA, provided that such updates do not reduce the service level or availability of the Services. Staffbase will inform Customer of any material changes by sending an email to the email address identified for legal notice provided on the Order Form. Customer's continued use of the Services, after changes have been made, will constitute Customer's acceptance of the changes.

Sole and exclusive remedy. Service Credits are liquidated damages and not a penalty and are Customer's sole and exclusive remedy (and Staffbase's sole liability) for Downtime or Uptime failures of the Services. This does not apply to Customers located in Germany, Austria, and Switzerland.