

## GetResponse Service Level Agreement (SLA)

Depending on your location, the Service is provided to you by GetResponse sp. z o. o. or its subsidiaries, including: GetResponse Inc. and GetResponse Malaysia Sdn. Bhd. (hereinafter referred as „**GetResponse**“).

For purposes of this GetResponse Service Level Agreement (“SLA”) “**GetResponse**”, “**we**”, “**us**,” and “**our**” mean one of the entities mentioned above you concluded an Order with.

GetResponse uses all reasonable endeavors to provide the highest quality of services. GetResponse has implemented the following warranties regarding the availability of the GetResponse Service and proper performance of customer service to the Customer.

### **1. Definitions**

The following terms shall have the following meaning:

“**Service**”: GetResponse Service purchased by the Customer under the GetResponse MAX Services Agreement.

“**Downtime**”: a period within a calendar month during which the Customer is unable to cumulatively: (i) send email campaigns, (ii) manage the subscription and (iii) track users/gather statistics, with the exception of Scheduled Downtime and unavailability of the Service in situations referred to in section 5. Downtime will be measured from the time the outage is reported by the Customer to GetResponse (and verified) until the Service availability is restored.

„**Network**“: all IT and telecommunication infrastructure, including devices, equipment and virtual components which are used by GetResponse in order to render Service to the Customer.

“**Monthly Uptime Percentage**”: a total number of minutes in a calendar month minus the number of minutes of Downtime in said calendar month, divided by the total number of minutes in that calendar month.

“**Service Credit**”: a percentage discount from the total fees paid by the Customer for the Service for a month directly preceding the month in which GetResponse fails to meet the minimum Monthly Uptime Percentage. Service Credits are applied toward future payments for the Service.

### **2. Service Availability**

GetResponse uses all reasonable endeavors in order to provide the highest possible level of Service Availability. GetResponse undertakes to provide a service level of 100% for the Service in a calendar month.

### **3. Scheduled Downtime**

1. GetResponse reserves the right to perform scheduled Service interruptions related to the Network, GetResponse software or the Service maintenance or their upgrade (“**Scheduled Downtime**”).
2. GetResponse will inform the Customer on Scheduled Downtime by email or by posting relevant information on GetResponse Account at least 24 (twenty-four) hours in advance.

### **4. Service Credit**

1. If the Monthly Uptime Percentage falls below 100% for a given month, the Customer will be eligible for the Service Credit equal 5% of the total fees paid by the Customer for the Service in a relevant month per each full hour of Downtime, however not more than 100% of Customer’s monthly fees payable for the Service.
2. Service Credits may not be exchanged into monetary compensation.
3. In order to be eligible for Service Credits under this SLA the Customer must immediately report suspected Downtime to the Account Manager assigned to the Customer and such suspected Downtime must be verified by GetResponse. If the Customer does not report suspected Downtime and does not request for Service Credits within 30 days from the time Customer becomes eligible

to receive a Service Credit it is assumed that the Customer forfeited their right to receive a Service Credit.

4. The Customer will not qualify for Service Credits, if they are not in compliance with the GetResponse MAX Services Agreement, especially if at the time of applying for the Service Credit the Customer is not current on their payment of the fees for the Service.
5. Service Credits may not be sold or otherwise transferred to third parties.
6. Service Credits are Customer's sole and exclusive remedy for any performance, non-performance or availability issues regarding the Service under the GetResponse MAX Service Agreement and this SLA. The Customer may not unilaterally offset their Service fees with any claim pertaining to any Service performance or availability issues.

## **5. Exclusions**

1. This SLA and Service level do not apply to any performance or availability issues:
  - a. due to Force Majeure circumstances,
  - b. due to breakdowns or interruptions of devices and equipment which are necessary to perform the Service but do not constitute a part of the Network,
  - c. that result from prohibited modifications of the Service or the Network carried out by the Customer or by third parties for whom GetResponse is not responsible,
  - d. that result from the Customer's breach of the provisions of the GetResponse MAX Service Agreement (or applicable Terms of Service),
  - e. that result from Customer's or third party services, hardware, software or other facilities,
  - f. that are caused by Customer's (or any other person's for who the Customer is responsible) use of the Service after GetResponse advised him/her to modify such use, if such a person did not modify their use as advised,
  - g. during pre-release and beta Services (as determined by GetResponse).
2. By Force Majeure the Parties understand an exceptional occurrence, caused by an external factor which cannot be foreseen and which could not be prevented. Force Majeure occurrences include in particular: war, natural disasters, strikes, breakdowns, DDoS attacks or other disruptions in telecommunication networks or data communication infrastructure, emergency government action and administrative measures, activities of entities that affect the provision of the Service, and whose activity is independent of the Parties.

"Effective Date": 01/07/2020