

Service Level Agreement for Waypoint Tech Inc.

This Service Level Agreement ("SLA") is effective as of [Effective Date], by and between Waypoint Tech Inc., a Delaware C Corporation ("Waypoint Tech Inc." or "Provider") and [Customer's Name], a [Customer's Legal Structure] ("Customer") (collectively referred to as the "Parties").

The Parties agree as follows:

1. Definitions

- **Service:** Refers to the Pro package of the B2B SaaS solution provided by Waypoint Tech Inc., which analyzes software bug reports in third-party integration platforms like Jira.
- **Uptime:** Refers to the percentage of time the Service is available and operational.
- **Downtime:** Refers to the percentage of time the Service is unavailable during a given month.

2. Service Commitment

Waypoint Tech Inc. commits to maintaining an Uptime of 99.9% for the Service, excluding scheduled maintenance and force majeure events.

3. Measurement

Uptime is calculated as follows: $(\text{Total Monthly Time} - \text{Downtime}) / \text{Total Monthly Time} * 100$

4. Exclusions

This SLA does not apply to any unavailability, suspension, or termination of the Service, or any other Service performance issues:

- Due to factors outside Waypoint Tech Inc.'s reasonable control.
- Resulting from Customer's equipment, software, or other technology.
- Arising from scheduled maintenance.
- Under the Free or Essentials package.

5. Service Credits

If the Service fails to meet the Service Commitment in any given month, Waypoint Tech Inc. will issue future credits toward Customer's account as follows:



- For Uptime less than 99.9% but greater than 99.0%, a credit of 10% of the monthly subscription fee.
- For Uptime less than 99.0%, a credit of 25% of the monthly subscription fee.

6. Credit Request and Payment Procedures

To request a credit, Customer must contact Waypoint Tech Inc.'s support within 30 days following the month in which the Service Commitment was not met. Credits will be applied to future billing cycles and are not refundable.

7. Limitations

The aggregate maximum number of credits to be issued by Waypoint Tech Inc. to Customer for any and all Downtime that occurs in a single billing month shall not exceed 50% of the amount due from Customer for such month.

8. Governing Law

This SLA is governed by the laws of the State of Delaware.

9. Amendments

Amendments to this SLA will only be effective if they are in writing and signed by both Parties.

List of Changes and Justifications

1. **Definitions:** Added specific definitions related to the "Service" and the packages, to clearly outline what this SLA covers. This avoids ambiguity.
2. **Service Commitment:** Clarified that the SLA applies exclusively to the Pro package. This is to ensure that customers of other packages do not claim benefits under this SLA.
3. **Exclusions:** Added specific clauses that exclude Free and Essentials packages, to underline that this SLA is only for the Pro package.
4. **Service Credits:** Added a section that outlines the specific credits that would be provided, as the only remedies under this SLA are future credits. This meets the business requirements specified.
5. **Credit Request and Payment Procedures:** Added a 30-day window for claiming credits to ensure timely reporting and resolution.
6. **Limitations:** Added a cap on the credits to be provided, to limit the company's liability.
7. **Governing Law:** Specified that the laws of the State of Delaware will govern the SLA, aligning with the company's legal jurisdiction.
8. **No Refunds:** Made it explicit that credits are non-refundable, aligning with the company's policy.

