

# Service Level Agreement (SLA) for Waypoint AI Platform

**Last Updated: 7 November 2024**

This Service Level Agreement ("SLA") is entered into by and between Waypoint AI, a Delaware C Corporation ("Provider") and [Customer Name], a [Customer's Legal Structure] ("Customer"). Collectively referred to as the "Parties."

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## 1. Definitions

**Service:** Refers to the Enterprise package of Waypoint AI's analytics platform that integrates with third-party software development, support, and product management tools, including Jira, Salesforce, Zendesk, GitLab, Confluence, and other platforms.

**Uptime:** The percentage of total time the Service is operational and accessible within a given month.

**Downtime:** The total time the Service is not accessible during a given month, excluding scheduled maintenance and other exemptions outlined in this agreement.

## 2. Service Commitment

Waypoint AI commits to an Uptime of 99.9% for the Enterprise package of the Service, excluding scheduled maintenance, force majeure events, and exclusions noted below.

## 3. Measurement

Uptime will be calculated as follows: **Uptime (%)** =  $[(\text{Total Monthly Time} - \text{Downtime}) / \text{Total Monthly Time}] * 100$

## 4. Exclusions

This SLA does not apply to any Service unavailability, suspension, or performance issues:

- Resulting from factors outside Waypoint AI's reasonable control, including force majeure events.
- Due to Customer's equipment, software, or connectivity.
- Arising from Customer's use of unsupported integrations.
- Related to scheduled maintenance.
- For customers under the Free or Essentials packages.



## 5. Service Credits

If the Service fails to meet the 99.9% Uptime commitment, the Customer will be eligible for service credits as outlined below:

- **Uptime below 99.9% but above 99.0%:** 10% credit of the monthly subscription fee.
- **Uptime below 99.0%:** 25% credit of the monthly subscription fee.

Credits are the sole and exclusive remedy for any failure to meet the Service Commitment.

## 6. Credit Request and Payment Procedures

To receive service credits, the Customer must submit a request to Waypoint AI Support within 30 days of the end of the month in which the Service Commitment was not met. Approved credits will be applied to future invoices and are non-refundable.

## 7. Limitations

The maximum cumulative credit issued for all Downtime in a single billing month will not exceed 50% of the total monthly subscription fee for that period.

## 8. Governing Law

This SLA shall be governed by the laws of the State of Delaware, USA.

## 9. Amendments

This SLA may only be amended with written agreement from both Parties.

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*Note: This SLA covers only the Enterprise package. Customers under the Free or Essentials packages are not eligible for service credits under this SLA.*

