

Casinolytics - Service Level Agreement

1 GENERAL

- 1.1 This Service Level Agreement (“**SLA**”) forms part of the agreement between the Company and the Customer, as defined in the Company’s Terms of Service available at <https://www.casinolytics.com/terms> (the “**Terms**”). The SLA is incorporated into the Terms by reference and is binding on the Customer upon acceptance of the Terms. The SLA is published at <https://www.casinolytics.com/sla> and may be updated from time to time in accordance with the amendment provisions of the Terms.
- 1.2 Capitalised terms used in this SLA shall have the same meaning ascribed to them in the Terms, unless explicitly defined otherwise herein.
- 1.3 For the purposes of this SLA, the “**monthly fee**” means the subscription fee payable by the Customer for the affected Service divided by the number of months in the Customer’s Subscription Period (for example, one third of a quarterly fee or one twelfth of an annual fee).

2 DEFINITIONS

In addition to the terms defined in the Terms, the following definitions shall apply in this SLA:

- 2.1 “**Business Hours**”: Monday to Friday, 09:00–17:00 CET/CEST, excluding Maltese public holidays.
- 2.2 “**Uptime**”: The percentage of time during a calendar month that the core functionality of the Service is available.
- 2.3 “**Downtime**”: The total number of minutes during a calendar month when the core functionality of the Service is unavailable, excluding any time attributable to the exclusions listed in Section 3.2.
- 2.4 “**Incident**”: An error or disruption in the Service reported by the Customer.
- 2.5 “**Scheduled Maintenance**”: Time periods during which the Service may be unavailable due to planned updates or maintenance.
- 2.6 “**Service Credits**”: A credit, calculated as a percentage of the monthly fee for the affected Service, which is credited to the Customer if the Company fails to meet its Uptime commitment.
- 2.7 “**Response Time**”: The time from when the Customer has created a complete Incident report until the Company begins troubleshooting and provides an initial response.
- 2.8 “**Resolution Time**”: The time within which the Company aims to provide a permanent solution or an acceptable temporary workaround.

3 SERVICE AVAILABILITY (UPTIME)

3.1 *Uptime Commitment*

The Company aims to maintain an Uptime for the Service’s core functionality of 99.5% per calendar month, measured during Business Hours.

3.2 *Calculation and Exclusions from Downtime*

The following shall not be included in the Uptime calculation:

- (i) Scheduled Maintenance notified to the Customer at least 48 hours in advance;
- (ii) Interruptions caused by Force Majeure Events;

- (iii) Problems related to the Customer's own equipment, software, or network connectivity;
- (iv) Disruptions resulting from the Customer's misuse of the Service or breach of the Agreement;
- (v) Suspension of the Service in accordance with the Company's rights under the Agreement; or
- (vi) Unavailability of third-party platforms or their APIs (e.g. Twitch, YouTube, Kick) that are necessary for the provision of the Service.

3.3 *Service Credits for Uptime Failure*

- 3.3.1 If the Company fails to meet the Uptime commitment in any calendar month, the Customer shall be entitled to Service Credits as compensation. These are calculated as a discount on the monthly fee for that month in accordance with the table below:

Monthly Uptime	Service Credit (% of monthly fee)
Less than 99.5% but at least 99.0%	5%
Less than 99.0% but at least 98.0%	10%
Less than 98.0%	20%

- 3.3.2 To receive a Service Credit, the Customer must submit a claim by sending an e-mail to support@casinolytics.com within thirty (30) days from the end of the month in which the Uptime commitment was not met. The claim must include the dates and times of the unavailability.
- 3.3.3 Service Credits will be applied as a deduction on the Customer's next automatic renewal charge. Where no further renewal charge is due, the Company shall refund the corresponding amount to the Customer's registered payment method within thirty (30) days from the termination of the Subscription Period. Service Credits are not redeemable for cash in any other circumstance.

4 **SUPPORT AND INCIDENT MANAGEMENT**

4.1 *Support Channels and Reporting an Incident*

Incidents shall be reported via e-mail to support@casinolytics.com or through the Company's support portal available on the Platform. For the Response Time to commence, the report must include a detailed description of the Incident, how it can be reproduced, and its impact on the Customer's business.

4.2 *Prioritisation of Incidents*

The Company will, in its reasonable discretion, classify incoming Incidents according to the following priority levels, taking into account the information provided by the Customer:

- (i) P1 (Critical): A complete loss of Service affecting all users, or a failure of a core functionality (such as login, live tracking, or data ingestion) which severely impacts a majority of the Customer's users with no available workaround.
- (ii) P2 (High): A significant degradation of a core feature that severely impacts the Customer's main workflows and affects a majority of users. A temporary workaround may exist but is not fully satisfactory.
- (iii) P3 (Medium): A minor loss of service or function affecting non-critical features, or an Incident where a simple and effective workaround is available. The impact on the Customer's business operations is limited.

- (iv) P4 (Low): Cosmetic issues, questions about functionality, or other matters with little to no impact on the Customer's use of the Service.

4.3 *Response Times and Target Resolution Times*

All times refer to Business Hours unless otherwise specified.

Priority	Response Time	Target Resolution Time
P1 (Critical)	4 hours	4 business days
P2 (High)	8 hours	4 business days
P3 (Medium)	Next business day	Next scheduled release/update
P4 (Low)	2 business days	Next scheduled release/update

4.4 *Service Credits for Missed Target Resolution Time*

- 4.4.1 If the Company fails to meet the Target Resolution Time for a P1 (Critical) or P2 (High) Incident, the Customer shall be entitled to a Service Credit of five percent (5%) of the monthly fee for each full hour the resolution is delayed, up to a maximum of twenty-five percent (25%) of the monthly fee for that specific Incident.
- 4.4.2 To receive such a Service Credit, the Customer must submit a claim in accordance with the procedure set out in Section 3.3.2. The total Service Credits claimable by the Customer under this SLA in any calendar month (for both Uptime failures and missed Target Resolution Times) shall not exceed thirty-five percent (35%) of the monthly fee.

5 **SOLE AND EXCLUSIVE REMEDY**

The Service Credits set out in this SLA shall be the Customer's sole and exclusive remedy for any failure by the Company to meet its Uptime commitment and Target Resolution Times.

6 **MAINTENANCE AND DISCLAIMERS**

6.1 *Proactive Measures*

The Company will be responsible for system monitoring, managing backups, and taking proactive measures to safeguard the Service against disruptions and Downtime.

6.2 *Scheduled Maintenance*

The Company shall notify the Customer of any Scheduled Maintenance expected to affect Service availability at least 48 hours in advance. Such maintenance will, whenever possible, be scheduled outside of Business Hours.

6.3 *Disclaimers*

- 6.3.1 The Company is under no obligation to provide front-line support to the Customer's end-users or internal staff. The responsibility for such first-line support rests solely with the Customer.
- 6.3.2 The Company disclaims liability for failures or delays caused by third-party providers, such as the streaming platforms (Twitch, YouTube, Kick) from which data is sourced.

7 **RESPONSIBILITIES OF THE PARTIES**

7.1 *Company's Responsibilities*

The Company is responsible for:

- (i) meeting the Response and Resolution Time commitments set out in this SLA;

- (ii) notifying the Customer of any unplanned service disruptions as soon as they become known to the Company; and
- (iii) providing qualified personnel to handle support and maintenance.

7.2 Customer's Responsibilities

The Customer is responsible for:

- (i) appointing contact persons who are available to assist the Company in troubleshooting efforts;
- (ii) providing all necessary information that the Company may reasonably request to manage an Incident; and
- (iii) before reporting an Incident, taking reasonable steps to ascertain that the problem is not located in the Customer's own systems or network, or caused by user error.