

BLUSPARK GROUP
SERVICE LEVEL AGREEMENT
(Effective: [Date])

1. Definitions.

- 1.1. “Availability” means the ability of Customer’s Authorized Users to access and use the Service material conformance with the Documentation, excluding Permitted Downtime.
- 1.2. “Documentation” means Bluspark’s then current user and technical documentation for the Service, including API documentation, made available to Customer.
- 1.3. “Downtime” means a period of at least [5] consecutive minutes where the Service is unavailable, as measured at the Service boundary by Bluspark’s monitoring.
- 1.4. “Emergency Maintenance” means maintenance necessary to address security vulnerabilities, imminent threats, or to prevent or mitigate material Service disruption, which cannot be reasonably delayed until the next Scheduled Maintenance window.
- 1.5. “Incident” means an unplanned interruption to, or material reduction in quality of, the Service.
- 1.6. “Monthly Uptime Percentage” means, for a given calendar month, the percentage obtained by subtracting the total number of minutes of Downtime during such month (excluding Permitted Downtime) from the total number of minutes in such month, dividing the result by the total number of minutes in such month, and multiplying the quotient by one hundred (100).
- 1.7. “Permitted Downtime” means unavailability or degradation of Services due to:
 - 1.7.1. Scheduled Maintenance
 - 1.7.2. Emergency Maintenance
 - 1.7.3. Customer-caused issues
 - 1.7.4. Force Majeure events, and
 - 1.7.5. Third-Party Dependencies outages.
- 1.8. “Scheduled Maintenance” means planned maintenance performed during Bluspark’s published maintenance window (or such other period as Bluspark may provide to Customer from time to time) in accordance with this SLA.
- 1.9. “Service” means the logistics services platform made available by Bluspark to Customer under the Agreement, as described in the applicable SOW and Documentation.
- 1.10. “Service Credit” means a credit applied against future fees payable for the Service by Customer, calculated as set forth in this SLA.
- 1.11. “Service Boundary” means the logical point at which Bluspark makes the Services available to Customer, excluding Customer networks and devices.
- 1.12. “Third-Party Dependencies” means third-party services, systems, networks, or data feeds outside Bluspark’s control that the Service relies on or interoperates with, including without limitation carrier services and carrier APIs, address validation services, mapping services, messaging providers, payment processors, and other Customer/third-party systems.

2. Service Availability Target and Measurement.

- 2.1. Availability Target. Bluspark will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least [99.9%] during each calendar month (the “Availability Target”).
- 2.2. Measurement of Availability. Availability is measured monthly using Bluspark’s monitoring at the Service Boundary. Downtime will be calculated in minutes and excludes Permitted Downtime.
- 2.3. Scope. The Availability Target applies to the production instance of the Service. This SLA does not apply to any beta, trial, sandbox, pilot, or non-production environments unless expressly stated in an Order Form.
- 2.4. Suspension for Security and Misuse. Any unavailability resulting from Bluspark’s suspension of Customer’s access in accordance with the Agreement (including for security reasons, legal compliance, or Customer’s material breach) will be treated as Permitted Downtime.
- 2.5. Measurement Disputes. If Customer disputes Bluspark’s availability calculation, Customer must notify Bluspark in writing with reasonable detail within thirty (30) days after the end of the applicable month, and the parties will cooperate in good faith to reconcile the measurement based on available monitoring data.

3. Maintenance.

- 3.1. Scheduled Maintenance. Bluspark may perform routine or planned maintenance to the Service (“Scheduled Maintenance”). Bluspark will use commercially reasonable efforts to conduct Scheduled Maintenance during off-peak hours and to minimize Service disruption.
- 3.2. Notice of Scheduled Maintenance. Bluspark will provide Customer with at least [5 business days] prior notice for Scheduled Maintenance that is reasonably expected to impact Customer, including the anticipated start time and duration.
- 3.3. Emergency Maintenance. Bluspark may perform Emergency Maintenance to address security vulnerabilities, imminent threats, or to prevent or mitigate material Service disruptions. Bluspark will provide notice as soon as reasonably practicable and will use commercially reasonable efforts to minimize Service disruption.
- 3.4. Maintenance as Permitted Downtime. Scheduled Maintenance and Emergency Maintenance constitute Permitted Downtime for purposes of calculating Monthly Uptime Percentage.

4. Support and Incident Management.

- 4.1. Support Channels. Customer may submit support requests through Bluspark’s designated support channels (EMAIL/TICKET SYSTEM). Bluspark will provide an escalation contact method for Severity 1 incidents.
- 4.2. Support Hours. Bluspark will provide support 24x7 for Severity 1 and Severity 2 incidents. Bluspark will provide support for Severity 3 and Severity 4 incidents during regular business hours on business days.

4.3. Severity Level Classifications.

Severity	Examples	Initial Response Target	Restoration Target
Severity 1 (Critical)	Service down; Major API Outage;	1 hour	4-8 hours
Severity 2 (High)	Material Degradation in Service Quality; Delays or Slowdowns	4 hours	12-24 hours
Severity 3 (Medium)	Limited Feature Impact	1 business day	24-48 hours
Severity 4 (Low)	Minor Bug/Questions; Cosmetic Issues	2-4 business days	Next Release; Reasonable Timeframe

4.4. Customer Cooperation. Customer will provide information reasonably requested by Bluspark to diagnose and resolve incidents (including relevant logs, examples, timestamps, and affected Services) and will reasonably cooperate with Bluspark’s support efforts.

5. Service Credits.

5.1. Sole and Exclusive Remedy. If Bluspark fails to meet the Availability Target in a given calendar month, Customer’s exclusive remedy for such failure will be the Service Credits expressly described in this Section 5.

5.2. Credit Amount. Service Credits, if earned, will be calculated as a percentage of the monthly recurring subscription fees actually paid by Customer for the affected Service for the applicable month, excluding any one-time fees, implementation/professional service fees, usage-based or overage fees, taxes, interests, credits, refunds, and pass-through third-party charges. The Service Credit schedule is as follows:

Monthly Uptime Percentage	Service Credit
Greater Than or Equal To 99.9%	0%
99.0% to 99.89%	2.5%
98.0% to 98.99%	5%
Less Than 98.0%	10%

5.3. Eligibility Requirements. Customer will be eligible for Service Credits only if (a) Customer is current on all undisputed payment obligations, (b) Customer is using the Service in accordance with the Agreement and Documentation, and (c) the applicable unavailability constitutes Downtime and is not Permitted Downtime.

5.4. Request Process and Deadline. To receive a Service Credit, Customer must submit a written request to Bluspark within fifteen (15) days after the end of the month in which the Availability

Target was not met. The request must include reasonable detail regarding the claimed Downtime (including dates, times, time zone, affected endpoints/functions, and supporting logs or screenshots). Failure to submit a request within this period will constitute a waiver of the Service Credit for that month.

- 5.5. Verification; Bluspark Determination Controls. Service Credits, if any, will be issued only after verification by Bluspark. Bluspark's monitoring and records will be the system of record for determining Downtime, Monthly Uptime Percentage, and Service Credit eligibility. Bluspark may require additional information reasonably necessary to validate a claim.
- 5.6. Application of Credits. Approved Service Credits will be applied solely as a credit against future invoices for the Service. Service Credits are not refundable, may not be redeemed for cash, and are not transferable. Service Credits will not be applied to taxes, third-party pass-through charges, or any amounts other than recurring subscription fees for the affected Service.
- 5.7. Credit Cap. The aggregate Service Credits in any month will not exceed ten percent (10%) of the monthly recurring subscription fees actually paid for the affected Service for that month.
- 5.8. No Duplication. Customer may not receive Service Credits for the same period of unavailability more than once, and Service Credits will not be available to the extent Customer has received any other credit, refund, or price adjustment relating to the same issue.
- 5.9. Exclusions. Service Credits will not be provided for any unavailability or failure attributable to Permitted Downtime, including any issues arising from Third-Party Dependencies (including carriers and carrier APIs or data feeds), Customer or third-party systems and integrations, or other factors outside of Bluspark's reasonable control.

6. Exclusions; Third-Party Dependencies; Force Majeure.

- 6.1. Exclusions Generally. This SLA (including the Availability Target and any Service Credits) does not apply to, and Bluspark will have no responsibility for, any unavailability, interruption, delay, degradation, or failure of the Service to the extent caused by or resulting from (each an "Excluded Event"):
 - 6.1.1. Permitted Downtime;
 - 6.1.2. Outage or unavailability of Third-Party Dependencies;
 - 6.1.3. Customer or third-party integrations, applications, scripts, middleware, or from products or services not provided by Bluspark;
 - 6.1.4. Suspension or limitation of access by Bluspark as permitted under the Agreement (including for security reasons, compliance, or non-payment of fees);
 - 6.1.5. Force Majeure events; or
 - 6.1.6. Any beta, trial, sandbox, pilot, or non-production environments or features.
- 6.2. Degraded Performance vs. Downtime. Intermittent errors, partial feature impairment, or performance degradation that does not render the Service unavailable at the Service Boundary may not constitute Downtime unless Bluspark expressly agrees otherwise in writing.

7. Reporting; Review; Customer Responsibilities.

- 7.1. Service Reporting. Bluspark may make available periodic reports or dashboards regarding Services availability and/or incident history. Any such reports are provided for information purposes only and Bluspark's monitoring and records will control for purposes of this SLA.
- 7.2. Customer Responsibilities. Customer is responsible for:
 - 7.2.1. Maintaining current administrative and technical contact information;
 - 7.2.2. Ensuring Authorized Users comply with the Agreement and Documentation;
 - 7.2.3. Maintaining compatible systems, configurations, and connectivity; and
 - 7.2.4. Implementing reasonable security measures to protect access credentials and Customer environments.
- 7.3. Support Request Submission Requirements. Customer must submit support requests through Bluspark's designated support channels and provide information reasonably requested by Bluspark to investigate and resolve the issue, which may include timestamps (with time zone), impacted functions/endpoints, examples of affected transactions, relevant logs, screenshots, and steps to reproduce.
- 7.4. Severity Assignment. Bluspark will use commercially reasonable efforts to assign an appropriate severity level to each Incident based on the information available. Bluspark may adjust the severity classification as additional information becomes available.
- 7.5. Access and Cooperation. Customer will provide reasonable cooperation and access to knowledgeable personnel as necessary to support Bluspark's troubleshooting and resolution efforts. Bluspark's performance of its obligations under this SLA may be impacted by delays or failures in Customer's cooperation, which will be treated as an Excluded Event to the extent applicable.

8. Miscellaneous.

- 8.1. Changes to SLA. Bluspark may update this SLA from time to time to reflect changes in the Service, operational practices, or industry standards; provided that Bluspark will not materially reduce the Availability Target during any then-current subscription term without Customer's consent. Updated SLAs will be effective upon posting or written notice, as applicable.
- 8.2. Term. This SLA will remain in effect for the duration of the applicable subscription term under the Agreement.
- 8.3. Order of Precedence. If there is a conflict between this SLA and the Agreement, the Agreement will control unless the Agreement expressly states that this SLA controls with respect to the subject matter of such conflict.
- 8.4. No Other Warranties. Except as expressly stated in this SLA, Bluspark makes no other service level commitments, warranties, or guarantees regarding the Service.
- 8.5. Exclusive Remedy. Except as expressly provided in the Agreement, the Service Credits described in this SLA are Customer's sole and exclusive remedy for any failure by Bluspark to meet the Availability Commitment.