Greenlight Guru | Service Level Agreement (SLA)

This Service Level Agreement ("**SLA**") is issued under and forms part of the agreement that covers a Customer's use of the Greenlight Guru Software Services (as defined below) ("**Agreement**") with Greenlight Guru which references this SLA ("**Agreement**"). Any capitalized terms not defined herein have the meanings ascribed to them in the Agreement. "Software Services" means any web application and application programming interfaces branded as "Greenlight Guru".

1. **Availability** | Greenlight Guru will use commercially reasonable efforts to make the Services available with a target uptime percentage of at least 99.9% during each month of the Subscription Term ("Service Commitment"). The Services will be deemed to be unavailable any time during which it is not possible to login to, access, or use the Services via the normal log-in screen through the Greenlight Guru Software Service for the Services; provided, however, that lack of connectivity during Greenlight Guru's reasonable, previously scheduled maintenance windows, pursuant to Section 3 below or as otherwise communicated by Greenlight Guru, will not be counted as unavailability; and downtime resulting directly or indirectly from any SLA Exclusion is also excluded. For purposes of this SLA, "Actual Uptime Percentage" is any time during the applicable calendar month of the Subscription Term that the Services are available, as aforesaid. Greenlight Guru maintains the official accepted service availability online at https://status.greenlight.guru/.

Service Uptime	Service Credit
< 99.9% & ≥ 99.5	5%
< 99.5% & ≥ 99.0	10%
< 99.0% & ≥ 98.0	15%
< 98.0% & ≥ 96.0	25%
< 96.0	40%

   Greenlight Guru will apply for any Service Credits against future payments otherwise due from the Customer. For clarity, any downtime occurring prior to a successful Service Credit claim cannot be used for future Service Credit claims.

   Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Greenlight Guru within (30) thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

   Maximum Service Credit. The aggregate maximum Service Credit to be issued by Greenlight Guru to Customer for all Downtime that occurs in a single calendar month shall not exceed forty (40) percent of Service added to the end of Customer's term for the Service. Service Credit may not be exchanged for, or converted to, monetary amounts. Greenlight Guru's issuance of Service Credits shall count towards any applicable limitation of liability in the Agreement.

2. **Exclusions** | The calculation of uptime will not include unavailability to the extent due to: (i) Customer's use of the Greenlight Guru Services in a manner not authorized in the Agreement or Documentation, (ii) general Internet problems, force majeure events or other factors outside of the reasonable control of

Greenlight Guru (such as denial of service attacks or third-party service outages), (iii) Customer's (or one of its vendors') equipment, software, network connections, utilities or other infrastructure, (iv) third-party systems, acts or omissions, (v) Target Uptime Scheduled Maintenance or reasonable emergency maintenance, or (vi) arising from our suspension and termination of Customer's right to use the Services in accordance with the Agreement (each, an "SLA Exclusion").

3. **Scheduled Maintenance** | "Target Uptime Scheduled Maintenance" means scheduled maintenance that may affect Target Uptime. For all Target Uptime Scheduled Maintenance outside of the windows outlined below, Greenlight Guru will use commercially reasonable efforts to notify Customer. Target Uptime Scheduled Maintenance will not exceed four (4) hours per week in the aggregate and, to the extent practicable, will be scheduled in the following regions during the following time windows:

   APAC: 2AM AEDT to 6AM AEDT
   EU: 10PM CET to 2AM CET
   US: 9PM EDT to 1AM EDT

   .

4. In the event of any unavailability described above, Greenlight Guru will use commercially reasonable efforts to minimize any disruption, inaccessibility, and/or inoperability of the Software Services in connection with outages, whether scheduled or not.

5. **Special Termination Right.** In the event of a verified failure of the Greenlight Guru Software Services to meet the Target Uptime in three (3) consecutive months or in any four (4) of six (6) consecutive months, Customer may terminate the Agreement upon written notice to Greenlight Guru and will receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Greenlight Guru Software Services for the terminated portion of the term of the applicable Order Form ("Special Termination Right"). Customer must exercise the Special Termination Right within thirty (30) days of reasonably becoming aware of a Service failure or such right will be deemed waived. The Special Termination Right is Customer's sole and exclusive remedy, and Greenlight Guru's sole and exclusive liability, for any failure of the Greenlight Guru Software Services offering to achieve the Target Uptime.

6. **Response Times & Resolutions.** In the event that a documented defect or production incident is discovered that causes the Services to not operate substantially in conformance with the published documentation, Customer will notify Greenlight Guru in writing of the error with a reasonable description of the error or issue and the severity level based on the Severity Classification Table below.

Severity	Designation	Description
Severity-0	Blocker	Critical production issue or defect that renders the entire service unavailable or in an unusable state for all customers in one or more regions. This severity also includes any issue that causes a situation that would include a potential loss of data or security breach.
Severity-1	Critical	Essential functionality is unavailable or performance is significantly degraded that unacceptably alters a user's workflow or adds significant delays to a process's expected completion time and for which no reasonable workaround exists.
Severity-2	Major	A partial, non-critical loss of service functionality or performance degradation of the service that alters a user's process or adds delays to a process's expected completion time. A short-term workaround is available that allows the Customer's business to continue functioning.

Severity	Designation	Description
Severity-3	Minor	A loss of non-essential functionality that is inconvenient to a user's experience or affects a limited number of users in particular usage scenarios. An acceptable workaround is available.
Severity-4	Cosmetic	An issue with no impact on the feature's intended behavior, such as a cosmetic issue, or an issue related to supporting elements of the feature such as documentation.

If the severity classification is unspecified by Customer, it will be set to Severity 4 (Minor) until a clearer determination can be made. Greenlight Guru will set the severity of the issue based on the criteria above during the review of the Customer notification.

Greenlight Guru will respond to such notice and use commercially reasonable efforts to resolve the incident or issue within the time frames set forth in the Response Times/Solutions Table below.

Classification	Acknowledgment	Mitigation	Correction
Severity-0	1 hour	4 hours	1 Business Day
Severity-1	4 hours	24 hours	5-10 Business Days
Severity-2	24 hours	3 Business Days	10-20 Business Days
Severity-3	72 hours	14 Business Days	Next Product Update
Severity-4	5 Business Days	Unspecified	Unspecified

7. **Disaster Recovery** | "Recovery Time Objective" (RTO) is the maximum period in which a provided service must be restored after a major incident. Recovery time is determined by the time elapsed between the declaration of a disaster and the restoration of provided service. "Recovery Point Objective" (RPO) is the maximum period of time in which data may be lost from a provided service due to a major incident. The recovery point is determined by the timestamp of the last backup or last database log file that is successfully restored or applied to the disaster recovery environment.

   Greenlight Guru is responsible for the disaster recovery for technology included in the subscription service and the Customer is responsible for business continuity functions. Disaster recovery is determined by a Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

   - Greenlight Guru's standard Recovery Time Objective (RTO) is 8 hours.
   - Greenlight Guru's standard Recovery Point Objective (RPO) is 24 hours.

Greenlight Guru Service Level Agreement (DOC-1905) Ver. 1

Approved By:

(CO-708) Updates to GG SLA

Description

Updates have been made to GG's service level agreement

Justification

Administrative

Assigned To:	Initiated By:	Priority:	Impact:
Robin Sterzer	Robin Sterzer	High	Major

Version History:

Author	Effective Date	CO#	Ver.	Status
Ross Cantor	June 9, 2026 12:09 PM EDT	CO-708	1	Published
Robin Sterzer	July 11, 2024 1:51 PM EDT	CO-381	0	Superseded