

# SERVICE LEVEL AGREEMENT

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## PLATFORM

SLAs can be complicated technical documents full of terminology that is difficult to decipher. We would like to take time to explain, in real words, what the details are:

- Mews Platform Service Level Agreement (SLA) for all customers guarantees **99.8% monthly uptime**.
- We have designed our SLA to be transparent, based directly on the information we make publicly available on our [status page](#).
- Scheduled downtimes are not normal, and we will avoid them as much as possible.
- If, despite our efforts, monthly uptime of 99.8% is not met, we will offer you financial credits as described below.

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## SCOPE

There are a lot of systems and applications running in the Mews ecosystem. This SLA covers the Mews Platform which consists of:

- Commander, Distributor, Navigator and other web applications hosted by Mews.
- Web APIs hosted by Mews (e.g. Connector, Channel Manager, Distributor).
- Automatic background processes (e.g. automatic check-in).

On the other hand, client-side applications (e.g. Android Operator, Windows Connector, iOS commander), which are not directly hosted by Mews, are not within scope of this SLA. This SLA shall not apply to the provision of services, products, or applications that Mews provides to you via Mews Marketplace.

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## UPTIME

Monthly uptime is the percentage of total possible minutes Mews Platform was available to you. Here is how we calculate this:

**Monthly uptime = 1 - (monthly downtime minutes / total possible monthly minutes).**

The actual monthly uptime can be always checked by you [online](#).

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## DOWNTIME

Downtime is based on two factors: the number of minutes Mews Platform was unavailable, and the percentage of customers that were affected. If Mews Platform is down, we use server monitoring software to measure server-side error rate, ping test results and other performance and availability metrics. At the end of each month, we sum up downtime periods together to calculate the overall monthly downtime period. Please note that downtime does not affect everyone at the same time or in the same way: Mews Platform could be experiencing an outage, but your property is unaffected, and vice versa.

Some scenarios do not count towards downtime. Here are some examples:

- Slowness with certain features (reports, search, delays in background operations and jobs).
- Issues affecting only your enterprise that are related to external apps or third parties.
- Communication issues caused by third party systems (e.g. channel manager downtimes).
- External network problems outside of our control (e.g. bad configuration on ISP side).
- Scheduled downtimes.
- Issues that resulted from your breach of contract based on which we provide you with our services, or from your breach of our instructions or documentation.
- Issues that resulted from any actions or inaction by you or a third-party.
- Issues that arise from our suspension or termination of your right to use Mews in accordance with contract concluded between us.
- Other issues caused by factors outside of our reasonable control.

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## SCHEDULED DOWNTIME

If scheduled downtime is necessary, we will give you at least 48 hours advance notice. However, we have never had to use a scheduled downtime during lifetime of Mews Platform, so we would like to keep it same way. We will always try to find ways how to maintain the system without affecting its uptime. We have already 3 committed to this by implementing zero-downtime updates of the system. Mews in accordance with contract concluded between us.

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## FINANCIAL CREDITS FOR UPTIME

If Mews does not meet the monthly uptime of 99.8%, Mews will offer you financial credits. The financial credits represent a sum calculated as a percentage of your monthly fee for the provision of services (excluding installation and training fees, merchant fees, Mews Marketplace fees, travel and other costs and other one-off fees as may be applicable) ("**Monthly Fee**") that will be credited to your future invoice.

Financial credits are calculated as follows:

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**Financial credits = (99.8 - actual monthly uptime) \* 5 % of Monthly Fee**

Formula shall be read as follows: Guaranteed uptime amounting to 99.8 minus actual monthly uptime, the difference between these values multiplied by 5% of the Monthly Fee.

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For example, if the actual monthly uptime is 99.5%, you would be eligible to receive:  $(99.8 - 99.5) * 5\%$  of Monthly Fee = 1.5% of your Monthly Fee. Please note that the maximum amount of credits that can be awarded by Mews shall not exceed 100% of Monthly Fee payable to Mews. As explained, downtime does not affect everyone at the same time or in the same way, and therefore we find it reasonable to provide financial credits only upon your request. Our relationship is based on trust. We believe that you will ask for credits only if you think you should receive them. To receive the credits, contact us by sending an [email](#) by the 15th of the month following the month in which monthly uptime of 99.8% was not met.

The financial credits are the sole and exclusive remedy for any failure of Mews to meet the uptime of 99.8% as guaranteed in this SLA.

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## HELPDESK

Mews operates HelpDesk 24/7. You can contact our HelpDesk either by sending an [email](#) to or through chatbox within the Mews Platform.

If you contact us via HelpDesk, we guarantee to respond to your request and resolve the reported incident within the time scale in the table below. There are different response and resolution times depending on the seriousness of the reported incident.

## TYPES OF REQUESTS

In Mews we distinguish amongst three types of incidents/requests (critical, high priority and general) and for each of them we guarantee different response and resolution time.

- **Critical requests:** mean requests for support concerning errors due to which system is completely materially unavailable (i.e. a failure of the whole Mews Platform).
- **High priority requests:** mean requests for support concerning any of the following errors: (i) a failure of one or more core functions of system not causing complete unavailability of the system (such as unavailability of check-in, check-out or taking payments), (ii) core functions and features of system are available and functioning, however, production is functioning at a materially impaired rate (such as slow performance of the system or any substantial part of it).
- **General requests:** mean request for support concerning (i) errors not preventing productions but impairing non-production operations (such as inability to check-in/check-out in a standard way), (ii) other errors, and (iii) procedural problems encountered in the use of the system.

## RESPONSE TIME AND RESOLUTION

If you contact our HelpDesk, Mews will acknowledge the receipt of your request within the specified response time and will resolve the reported incident within the specified resolution time.

By resolving the incidents, we understand repairing the root cause of the incident, or implementing workaround or any other method of resolving the request/incident.

It is difficult to predict the nature of the incident, and therefore it is also difficult to determine how long the resolution time should be in general. Nevertheless, it is crucial for us to fix the most severe incidents asap, and therefore we have taken a decision that when a **critical request** is made, it will be resolved within **6 hours** from the time when you notified us of the incident. This SLA does not stipulate any specific time limit for resolving high priority requests, however, what we guarantee when it comes to high priority requests is that after reporting **high priority incidents** Mews will start working on so-called **resolution plan** which will be shared with you. In this plan you will be informed what resolution time is and what steps will be taken by us to resolve the incident.

TYPE OF INCIDENTS/REQUESTS	RESPONSE TIME	RESOLUTION TIME
Critical	4 Hours	6 Hours
High priority	8 Hours	As per resolution plan
General	24 Hours	N/A

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## FINANCIAL CREDITS FOR HELPDESK

If you report a critical request via our HelpDesk, we will provide you with a response within up to 4 hours. We guarantee to resolve the reported incident within 6 hours. The time to provide a resolution of the reported incident starts to run from the time you raise the critical request. If Mews does not resolve a critical request within the 6 hours, you will be eligible to receive financial credits calculated according to the following formula:

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**Financial Credits = (Monthly Fee in a month in which critical request was made) \* (number of hours of delay in resolving the reported critical incident) / (number of hours in a respective calendar month)**

Formula shall be read as follows:

The amount of Monthly Fee in a month in which critical request was made multiplied by the number of hours of delay in resolving the reported critical incident divided by a number of hours in a respective calendar month.

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To receive the credits, please contact us by sending an [email](#) by the 25th of the month following the month in which resolution time was not met. The financial credits are the sole and exclusive remedy for any failure of Mews to meet the resolution time stipulated in this SLA. If there is a critical incident, it is highly likely that it will have a negative impact on our uptime, and therefore we find it fair and reasonable to set a maximum limit of credits you can be awarded. We simply are unable to give you more credits than the amount of fees you pay for month, and **therefore the overall maximum amount of 6 credits that can be awarded by Mews as per this SLA (including financial credits for uptime and financial credits for HelpDesk) shall not exceed 100% of Monthly Fee payable to Mews.**

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## LEGAL PROVISIONS

Mews enters with its customers into a cooperation agreement or other agreement based on which Mews Platform is provided to customers (hereinafter the "agreement"). **This SLA applies only to those customers whose agreement explicitly stipulates that this SLA shall form an integral part of the agreement.** This SLA does not apply to individuals/guests using Mews Navigator.

From a legal point of view, it is important to determine what document prevails in the event is conflicting terms in different documents, and therefore:

- In the event of conflicting provisions between this SLA and the agreement, the agreement always prevails.
- In the event of conflicting provisions between this SLA and the General Terms and Conditions for Partners, this SLA always prevails.

Mews reserves the right to change this SLA from time to time. Any such change will be notified via our website or Mews Account at least 30 days before the effectiveness of such change.