

# Service Level Agreement (SLA)

## §1 Introduction

1. This document defines the guaranteed service level agreement ("SLA") related to the use of the MuoTec Platform during the term of the Agreement.
2. The SLA is an annex to the Terms and Conditions.
3. The SLA specifies service quality standards, response times for issue reports, and liability rules for failure to meet agreed commitments.

## §2 Definitions

The terms used in the SLA that are defined in the Terms and Conditions shall have the meanings assigned to them therein. Additionally, the following terms shall have the following meanings:

1. **Availability** – the percentage-based time during which the Service is available to the Client, measured on a monthly basis.
2. **Scheduled Downtime** – the period during which the Service is unavailable due to previously planned maintenance, updates, servicing, or testing, for which the Client has been notified at least 72 hours in advance.
3. **Report** – any situation requiring technical support intervention, reported by the Client to the Operator.
4. **Reaction time** – the time between submitting a report and confirming its acceptance for processing.
5. **Resolution Time** – the time between submitting a report and completing the repair.

## §3 Guaranteed Service Availability

1. The Operator guarantees Platform availability at a level of 99.5% per calendar month within the subscription period.
2. Availability is calculated using the following equation:

$$\text{Availability(\%)} = (1 - \text{Unavailability time/Total time}) \times 100$$

Where:

- Unavailability time – total platform unavailability caused by operator fault, expressed in minutes.
  - Total time – the total number of minutes in a particular calendar month.
3. Service unavailability does not include:
    - Scheduled interruptions.
    - Interruptions resulting from causes beyond the Operator's control, including force majeure, behavior of the Customer or User inconsistent with the Regulations, or other negligence and omissions of the Customer or User.

## §4 Report Categories and Response Times

1. Report categories

- **Blocking** - bugs that cause a complete lack of availability or ability to use the Platform.
  - **Critical** - bugs causing the lack of key functionality of the Platform.
  - **Major** - bugs significantly hindering the use of the MuoTec Platform, but not causing total unavailability, having workarounds.
  - **Minor** - bugs with minor impact on functionality or reports related to technical questions.
2. response and resolution time (services provided on Business Days<sup>1</sup>)
- **Blocking:**
    - Response time: up to 10 minutes from report.
    - Average resolution time: approximately 2 hours from report.
  - **Critical**
    - Response time: up to 1 hour from report.
    - Average resolution time: approximately 4 hours from report.
  - **Major**
    - Response time: up to 4 hours from report.
    - Average resolution time: approximately 2 days from report.
  - **Minor**
    - Response time: up to 24 hours from report.
    - Average resolution time: up to 5 days, depending on the request, or as part of larger update packages.

## §5 Reporting issues

1. Reports can be sent via:
  - E-mail address: support@showit.pl;
  - The phone number received as part of the initial contact immediately after account registration.
2. Each report should include:
  - A brief description of the problem;
  - Impact on the ability to use the platform;
  - Date and time of occurrence;
  - Contact information of the reporting person.
3. The level of the error shall be verified by the Operator when the details of the error are known.

## §6 Scheduled interruptions

1. The Operator reserves the right to carry out maintenance work, which may cause temporary unavailability of the Platform.
2. The Customer will be informed of any planned interruption.
3. Maintenance work will be carried out during the least busy hours (e.g., nighttime).

## §7 Liability and compensation

1. In the event of failure to meet the guaranteed availability of the service (except as indicated in § 3 of the SLA), the Customer shall be entitled to compensation in the form of a reduction in the monthly subscription:

- Availability 98%-99,5%: **5%** discount;
- Availability 95%-98%: **10%** discount;
- Availability below 95%: **25%** discount.

## §8 Final provisions

1. The SLA shall enter into force on the date of conclusion of the Agreement in accordance with the Regulations.
2. Any changes to the SLA shall require the form in which the Agreement was concluded,
  - With the exception of changes acting in favor of the Customer (in which case the Customer will be informed of the changes by e-mail).
3. In the event of a conflict between the provisions of the SLA and the Regulations, the provisions of the Regulations shall prevail.