



Ragic, Inc.

Service Level Agreement

Effective Date: 1 January 2018.

This Service Level Agreement (“SLA”) constitutes an agreement by and between Ragic, Inc., (“Ragic”, “Provider”, “us” or “we”) and users of Ragic’s online Ragic Builder Service and affiliated services (“Recipient”, “user” or “you”) under the terms of the Terms of Service. This SLA applies separately to each account using Ragic Builder.

The purpose of this document is to define the service level metrics that Ragic will deliver for Ragic Builder Service (“Service”). This document will also define what commercial compensation that will be provided if Ragic, Inc. does not deliver according to the stated metrics. We reserve the right to change the terms of this SLA in accordance with the Terms of Service.

Service Commitment

Ragic will use commercially reasonable efforts to make Ragic Builder available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the “Service Commitment”). In the event Ragic does not meet the Service Commitment, you will be eligible to receive a Service Credit as described in the Terms of SLA.

Definitions

“Service” refers to Ragic’s Ragic Builder service. The Service includes such features as are set forth on Ragic’s website (www.ragic.com), as we may change such features from time to time, in its sole discretion. Ragic will provide the Service to you pursuant to its standard policies and procedures then in effect. Recipient recognizes and agrees that:

- i. Ragic Builder and all affiliated features are the property of Ragic or its licensors and are protected by copyright, trademark, and other intellectual property laws; and
- ii. the Recipient does not acquire any right, title, or interest in or to the Service except the limited and temporary right to use them as necessary for Recipient’s use of the Service; and
- iii. Ragic retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and

trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service and any of its components.

“Account” refers to the Service plans and features selected by the user through Ragic’s customer portal at the time of enrollment and accepted by Ragic, as such plans and features may change by mutual consent of the parties, as recorded by us through such portal.

“Recipient Data” refers to data in electronic form input or collected through the Service by or from Recipient, including written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Ragic, another customer of the Service, or any other third party. These include materials that are:

- i. uploaded to, stored on, processed using or transmitted via the Platform by or on our behalf of the Recipient or by any person or application or automated system using the Recipient’s account; and
- ii. otherwise provided by the Recipient to us in connection with this Agreement;

“Availability” refers to Service being available at the measuring point. Ragic has responsibility for implementing tools capable of measuring the agreed service levels.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which Ragic was in the state of “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from exclusions defined below in the terms of the Service Level Agreement.

“Downtime” refers to the period of downtime within the agreed Availability that has not been met with a deduction for the time of Permitted Downtime. Downtime is calculated from the moment in time the failure in Availability is reported to the Help Desk of Ragic until Service becomes available.

“Permitted Downtime” refers to

- i. Planned service and maintenance about which user has been informed in advance; and
- ii. Other downtime at the request of user or with user’s approval. The number of occasions of Permitted downtime as referred to in i. above shall not exceed 0.2% per month, as stated in the above Service Commitment, except where otherwise agreed.

Terms Of Agreement

System Availability

Availability is calculated using the following formula:

$$\text{Availability (\%)} = ((\text{AS} - \text{PD} - \text{DT}) \times 100) / (\text{AS} - \text{PD})$$

AS = Agreed Hours of Service

PD = Permitted Downtime

DT = Downtime (This will not include downtime according to the definition included in the Terms of Agreement part below)

A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Credits are calculated as a percentage of the total charges paid by you for using the Ragic Builder Services, in the case of having an Unavailability that has affected for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below. Downtime is in accordance with the definition included in the System Downtime section below.

| Monthly Uptime Percentage | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.0% | 10% |
| Less than 99.0% | 30% |

We will apply any Service Credits only against future Ragic Builder payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from Ragic. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other Account. Unless otherwise provided in the Terms of Service, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Ragic Builder is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

To receive a Service Credit, you must submit a claim by contacting Customer Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- i. the words "SLA Credit Request" in the subject line;

- ii. the dates and times of each Unavailability incident that you are claiming;
- iii. the affected Recipient Data information;
- iv. information that documents the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

System Reliability and Data Management

Ragic treats Recipient Data as confidential.

Unless it receives Recipient's prior written consent, Ragic will not access or use Recipient's Identity information or Recipient Data other than as necessary to facilitate the Service, and will not give any third party access to Recipient Data, including third-party servers or other users. Notwithstanding the foregoing, Ragic may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Ragic will give user prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.

Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof is solely as Recipient's agent.

Ragic will retain all Recipient Data until erased pursuant to the Terms of Service. For recovery of Recipient Data, Recipient must contact Ragic as stated in Terms of Service and the Ragic website. Ragic does not guarantee the recovery of saved Recipient Data.

Ragic agrees that violation of the provisions of this section might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. In accordance, Ragic provides certain security measures to prevent liabilities that may be caused from security breaches, such as 128-bit encryption and physical security, and stores sensitive data in encryption or hash.

Ragic is hosted by Google, and they have extremely high physical security measures, data are encrypted and written to multiple disks, and all databases are backed up daily and weekly. Recipients are also able to manually backup your database from Ragic.

System Downtime

Downtime for which Ragic is not responsible:

Ragic is not responsible for downtime or any other failure to satisfy the agreed service level if it can be shown that it was caused by any of the following circumstances and provided that the said circumstance was not directly attributable to Ragic:

- i. Factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Ragic, or corresponding limitations of liability in the agreement, or limitation in the user access to the Service
- ii. Circumstances that result from any actions or inactions of you or any third party, including failure to acknowledge a recovery volume, faults in user equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control)
- iii. Circumstances outside Ragic's area of responsibility for the Service, such as failure of communications or other products or services from third parties for which Ragic has not specifically taken responsibility, including circumstances that result from private servers purchased or hired by the user or other third party service providers of Recipient's choice
- iv. Circumstances that result from any maintenance as provided for pursuant to the Terms of Service.
- v. Circumstances arising from our suspension and termination of your right to use Ragic Builder in accordance with the Terms of Service.

Error Resolution and Technical Support

Errors or System failure is only reported after it has been registered in Ragic's Help Desk. The user has responsibility for ensuring that any other failure is reported using the agreed channels. The report shall include a relevant description of the failure, providing the necessary information to reproduce said failure, contact details for the affected users, as well as other requested information from Ragic that are relevant.

Ragic recognizes that there may be questions or problems that occur during the usage of Ragic Builder and affiliated services, and provides high-quality customer service and technical support through the Service, as well as third-party applications. Ragic's customer services and technical support replies Recipient within 48 hours upon the submission of an issue.