

Service Level Agreement

1. Service Availability. MoEngage will use commercially reasonable efforts to maintain the availability of the Platform to the Customer and Customers as follows:

Service Category	Availability/Response Time
Availability The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure.	99.9% Monthly
Scheduled Downtime	5:00 am – 6:00 am GMT on Saturdays, or as MoEngage otherwise notifies the Customer no less than twenty-four (24) hours in advance at https://status.moengage.com .
Unplanned Outages (other than for system emergency)	Maximum 15 minutes over a reference period of 1 month, excluding Force Majeure.
Unplanned Outages for system emergency	Maximum 1 hour over a reference period of 1 month, excluding Force Majeure. MoEngage will promptly notify Customer of any Unplanned Outage (whether or not for system emergency), including a description of the Unplanned Outage and the expected or estimated time until normal operations will resume.
Frequency of back-ups of Customer data and configuration data	Application Datastore Backups (Disk Snapshots) are taken at every 12hrs, retained for 3 months to ensure recovery back-in time in case of disaster. Customer Data is retained per MoEngage Data Archive Policy - https://help.moengage.com/hc/en-us/articles/360037143412-Data-Archival-Policies-
Average time for remedy of incidents <i>Calculated as from opening until closing of an incident.</i>	< 4 hours for 90% of cases

1.1. Exclusions. MoEngage shall have no liability for lack of availability due to: (1) outages caused by the failure of public network or communications components, (2) user errors, or (3) unauthorized use or misuse by Customer or anyone using any of the Customer passwords, provided that MoEngage has taken industry standard steps to protect the Platform from unauthorized access, intrusion, and disruption.

1.2. Customer Reporting. Customer shall report any unscheduled system downtime and any error, bug, or defect in the Platform by emailing support@moengage.com within a reasonable amount of time upon becoming aware or receiving notice of such system downtime, error, bug, or defect.

1.3. Sole Remedies for Failure to Meet the Service Availability Level Commitment. For each calendar month in which MoEngage has Uptime of:

- 1.3.1.** less than 99.9% but above 95%, MoEngage shall upon Customer's request made within thirty (30) days of the end of the calendar month, provide Customer with a written plan for improving MoEngage's Service Availability to attain the 99.9% Service Availability and MoEngage shall promptly implement such plan;
- 1.3.2.** between 95% and 90%, MoEngage shall, upon Customer's request made within thirty (30) days of the end of that calendar month, provide Customer with a service credit in an amount equal to \$500 and the action plan under subpart (a) above; or
- 1.3.3.** less than 90%, MoEngage shall, upon Customer's request made within thirty (30) days of the end of that calendar month, provide Customer with a service credit in an amount equal to \$1000 and the action plan under subpart (a) above. Customer may also terminate this Agreement upon thirty (30) days' written notice (which notice must be given within sixty (60) days of the end of the calendar month in which the Service Availability was less than 90%).

Customer shall not exercise the rights in this Section 2.3 without a reasonable basis or belief that the applicable Service Availability commitment was not satisfied. If Customer believes that MoEngage has failed to achieve an Uptime commitment in any given month, MoEngage shall, promptly following Customer's request, promptly provide a report that contains true and correct information detailing MoEngage's actual Service Availability performance.

THIS SECTION 1.3 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND MOENGAGE'S ENTIRE LIABILITY, FOR ANY FAILURE TO MEET THE SERVICE AVAILABILITY COMMITMENT.

2. Error Corrections and Updates.

2.1. Definitions.

- 2.1.1. "Error"** means a failure of the Platform to conform to the documentation, resulting in the inability to use, or material restriction in the use of, the Platform.
- 2.1.2. "Maintenance Release"** means a revision of the Platform released by MoEngage to its Customers generally, to correct Errors in the Platform or to maintain the operation of the Platform in accordance with the documentation.
- 2.1.3. "Update"** means either a Platform modification or addition that, when made or added to the Platform, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Platform, eliminates the practical adverse effect of the Error.

2.2. Updates. MoEngage will make commercially reasonable efforts to provide an Update designed to solve or bypass a reported Error. MoEngage shall reasonably determine the priority level of Errors, pursuant to the following protocols and take the following actions during the Customer Support Center Hours.

2.3. Errors.

2.3.1. Severity 1 Errors: MoEngage promptly initiates the following procedures: (1) assigns specialists to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix. A Severity One Error means the (i) Platform is severely impacted or completely shut down, or (ii) system operations or mission-critical features are down.

2.3.2. Severity 2 Errors: MoEngage assigns a MoEngage specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by MoEngage Support Services staff. MoEngage exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Errors in the next Maintenance Release. A Severity Two Error means (i) the Platform is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical feature, while not being affected, has experienced system interruptions.

2.3.3. Severity 3 Errors: MoEngage may include an Update in the next Maintenance Release. A Severity Three Error means there (i) are errors in a fully operational Platform, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

2.4. Response Times. MoEngage will respond to Customer reports of a problem based on the severity. Upon receipt of a request for support or report of a problem, MoEngage will respond to Customer with an assigned level of priority based on the response times shown in the following table.

Priority	Examples	Initial Response Time
<p>Priority One: Emergency</p> <p>A crisis has occurred - a system is down, a major operational function is unavailable or a critical interface has failed</p>	<p>Platform is down or crashing frequently</p> <p>A business critical operation cannot be performed</p>	<p>< 1 hour</p>
<p>Priority Two: Critical</p>	<p>Platform functioning with limited capabilities</p> <p>System unstable with periodic interruptions</p>	<p>< 4 hours</p>

Any problem critical to MoEngage success and requiring immediate resolution		
Priority Three: High Priority three situations include problems to be resolved as soon as possible. Most of these have acceptable workarounds, or the Product recovers by itself	Errors in the Platform but still fully functional. Malfunction in non-critical functions	<1 business day
Priority Four: Normal Priority four situations are technical questions or problems requiring resolution - many of which are of “how to” nature	Need clarification of procedures or information in documentation Attributes or options do not operate as stated Platform enhancement requests Documentation is incorrect	<2 business days

2.5. Maintenance Releases. During the Term, MoEngage shall make the Maintenance Releases available to Customer if, as and when MoEngage makes any such Maintenance Release generally available to its Customers.

3. Conditions for Providing Support. MoEngage’s obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to solve the problem after consulting with MoEngage; and (b) Customer provides MoEngage with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional systems involved in discovering the problem. Any integration or on-boarding support that may require additional cost will be evaluated and provided based on mutual agreement of scope, timelines and commercial impact.

4. Exclusions from MoEngage’s Support Services. MoEngage is not obligated to provide Support Services in the following situations: (a) the problem is caused by Customer’s negligence, hardware malfunction or other causes beyond the reasonable control of MoEngage; (b) the problem is with third party software not licensed through MoEngage; (c) the problem is with individual user’s desktop or browser software; or (d) Customer has not paid Subscription Fees under the Agreement when due.