Service Level Agreement

Subject to the terms of an API Access Agreement (the "**API Agreement**") entered into between Sifter SP, Inc. (**"Sifter"**) and a client partner (the **"Partner"**), Sifter will provide Partner with a level of service consistent with the principles expressed in this Service Level Agreement (**"SLA"**). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the API Agreement.

1. Definitions

Downtime is defined as failure of the Sifter APIs to operate as described in the documentation provided to Partner; however, "Downtime" does not include any of the following:

- Scheduled Maintenance,
- Emergency Maintenance,
- Issues relating to Partner data,
- Problems with internet connectivity, cloud provider availability, or other software or hardware issues of Partner or any third party,
- Partner's use of the Services in violation of the API Agreement and any resulting service interruption,
- Any force majeure event described in the API Agreement, and
- Problems caused by Partner's use of the Services after Sifter advised Partner to modify such use and Partner failed to modify its use (collectively, the "**Excluded Events**").

Scheduled Maintenance is the time during which Sifter or its third-party service providers perform updates and upgrades, enhancements, and routine maintenance activities. Sifter will provide advance notice to Partner of Scheduled Maintenance.

Emergency Maintenance is the time during which Sifter or its third-party service providers identify situations which in Sifter's reasonable discretion have threatened or may threaten the integrity of the Services, and take reasonable necessary measures to prevent the situation from progressing into a Downtime event or to otherwise resolve the situation. Sifter will attempt to provide prompt notice, as reasonable in circumstances, for Emergency Maintenance.

Uptime is all time during the Term except Downtime and the duration of any Excluded Event. Uptime is calculated in terms of minutes in each calendar month, as measured by Sifter's internal monitoring systems. For the purposes of calculating Uptime, only full minutes are used; portions of minutes less than or equal to 30 seconds will be rounded down, and portions of minutes greater than or equal to 31 seconds will be rounded up.

2. Uptime

Sifter will use all reasonable measures to keep Uptime at or above 99% for each month during the Term.

3. Support; response times

Sifter is available to provide support services to Partner on business days Monday through Friday from 9 a.m. to 5 p.m. Central Time (the "**Support Hours**").

Support services via email are available at support@sifter.shop. Sifter will use all reasonable measures to promptly respond to emails during Support Hours.

All support requests must include the following information:

- Name and contact information,
- Description of problem and step-by-step procedures to reproduce the error (if possible), and
- When sending a support request via email, any screenshots or other images (if applicable) that can help identify the problem.

Sifter is deemed to have responded when it replies to the initial support request. Sifter guarantees the below response times.

	Issue severity			
	Fatal	Severe	Medium	Minor
Response time	[30] minutes	[60] minutes	[24] hours	[48] hours

“Fatal” means that the API is completely unavailable.

“Severe” means a large number of users or critical functions are affected.

“Medium” means a limited number of users or critical functions are affected, and business processes can continue.

“Minor” means only a few users are affected, and business processes can continue.

4. Resolution times

Sifter endeavors to resolve problems as quickly as possible. However, resolution time depends on the complexity of the problem. Factors that may delay resolution include:

- A problem that cannot be reproduced,
- Partner cannot provide enough information required to diagnose and resolve the problem,
- A problem requires custom improvements or an unplanned update to the Sifter APIs, and
- A problem was caused by Partner’s violation of the API Agreement.

Sifter shall strive to resolve “Fatal” issues as soon as possible, even if they occur outside the Support Hours.

5. Modifications

Sifter may modify this SLA at any time upon written notice to Partner.