

Software Service Level Agreement ("SLA")

This Service Level Agreement ("SLA") is used by Mavrck LLC ("Mavrck") with its Customers as a guide for the Mavrck Products contained within the Software-As-A-Service Agreement (Brand) if you are a brand or the Software-As-A-Service Agreement (Agency) if you are an agency (each an "Agreement"), which are available at <https://later.com/agreements/>. Upon execution of a Sales Order ("SO") Mavrck shall adhere to the following SLA in regards to the standard Mavrck Products and the uptime of any deployed Mavrck Products, exhibit, or addendum to the Agreement or an SO.

1. Definition of Terms

Account Manager – Mavrck representative that will handle a Customer's Work Request.

Work Request – Any Customer issue that is submitted and tracked by Mavrck.

Support Contact Information –

Email: customersuccess@mavrck.co

Phone: 1-844-MAVRCK1 (1-844-628-7251)

Business Hours – 8:30am to 6:00pm EST Monday through Friday

Response Time – The estimated period of time between communications with Mavrck during the investigation of a Work Request. The contact frequency may vary if agreed by both Mavrck and the Customer.

Customer Representative – Any representative of the Customer's organization can submit a Work Request to a Mavrck Account Manager to request technical assistance or report a problem.

2. Problem Severity

As long as Customer is current in making the payments required by the Sales Order and this Agreement, Mavrck will respond to problems reported by a Customer Representative according to the problem severity levels defined below.

Mavrck reserves the right to assign or modify the Severity of a given problem if one is not provided by the Customer or if the submitted Severity level does not meet, in Mavrck's sole discretion, the definition as defined below.

Severity	Definition	Example
Critical/Down	Loss of service to Mavrck Products	<ul style="list-style-type: none">• Inability for Customer to access Mavrck Self-Service Dashboard• Inability for Influencer to access Mavrck Brand Community• Mavrck apps not loading at all
Major	Outage or problem affecting specific application or part of Self-Service Dashboard or Community platforms	<ul style="list-style-type: none">• Inability to create a campaign in Self-Service• Inability to pull reports on Influencers in Mavrck• Inability for Influencer to participate in actions• Inability for Influencer to participate in rewards• Issue with specific Mavrck application that affects app performance• Outage/Issues directly affecting customer primary KPI

		<ul style="list-style-type: none"> • Mavrck apps not loading
Average	Problem results in incorrect, incomplete, or inconsistent results	<ul style="list-style-type: none"> • Inability to enable/disable secondary features of products or applications in the Mavrck Self Service Dashboard that do not affect app performance • Disruptions in influencer flow that do not prohibit participation in Brand KPI driving actions
Minor	Minor problem or request that is not time sensitive	<ul style="list-style-type: none"> • Intermittent issues that cannot be replicated consistently • Minor issues to Mavrck Self Service Dashboard or application that do not affect performance • Minor issues to Community or application that do not affect performance • Product change request

3. Maximum Response Times

This Agreement provides remote technical assistance via telephone and email according to the Severity of the Work Request and within the response times detailed below.

The response times described below are only provided to Customers and are applicable to software classified as “Active and Functionally Stable” by Mavrck and according to the Severity level of the reported problem.

These response times assume that any discovered problem can be reproduced by Mavrck. If Mavrck cannot reproduce the problem, a fix may not be provided according to these response times.

Mavrck shall have no liability with regards to any time delay in Mavrck's response to the Customer due to the Customer's failure to provide all requested information promptly to help Mavrck reproduce an issue.

Within Business Hours:

Severity	Target Response Time	Target Resolution Time	Target Update Frequency
Critical/Down	1 Hour	2-4 Hours	2-4 Hours
Major	3 Hours	As agreed upon by Mavrck and Customer	Daily
Average	6 Hours	As agreed upon by Mavrck and Customer	As agreed upon by Mavrck and Customer
Minor	24 Hours	As agreed upon by Mavrck and Customer	As agreed upon by Mavrck and Customer

Outside of Business Hours:

Severity	Target Response Time	Target Resolution Time	Target Update Frequency
Critical/Down	3 Hour	3-6 Hours	6 Hours

Major	6 Hours	As agreed upon by Mavrck and Customer	Daily
Average	12 Hours	As agreed upon by Mavrck and Customer	As agreed upon by Mavrck and Customer
Minor	24 Hours	As agreed upon by Mavrck and Customer	As agreed upon by Mavrck and Customer

4. Customer Support Assistance

This Agreement provides remote technical assistance via telephone and email. Customer Representatives are entitled to request technical assistance from Mavrck Technical Support and Account Manager teams. Technical assistance will be provided for all requests during Business Hours and for Critical/Down severity requests during non-Business Hours. Customer is entitled to an unlimited number of Work Requests.

Customers are entitled to submit Work Requests by telephone or email. Once a Customer Representative submits a Work Request, Mavrck will begin notifying appropriate staff and assign an Account Manager to the case.

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Phone: 1-844-MAVRCK1 (1-844-628-7251)

5. Call Escalation Management

Customer may contact the Mavrck Account Manager to raise or lower the Severity of a Work Request to reflect changed business or technical impact. Mavrck will address any Work Requests that are modified in this way with the level of attention appropriate to the new Severity as defined within this policy document.

To escalate a problem, Customer may contact the Mavrck Account Manager assigned to the Work Request. Such escalations will receive prompt attention and ensure appropriate focus from Mavrck.

6. Upgrade Protection Plan

Mavrck will periodically release software updates and certain upgrades to deployed products to correct errors or to otherwise improve Mavrck product performance. Mavrck provides access to these software updates by applying these updates during Customer non-business hours whenever possible.

Upgrades means any new versions or new releases of Mavrck software, which may include enhancements, and are distributed as a general release for no additional license fee. Upgrades do not include new versions and new releases of the software that are either (i) marketed as a new product and/or contain new features and functionality; or (ii) contain a substantially new source code base developed to support a different technology platform.

7. Identification of Product Errors

In order to identify and resolve a problem, Customers may be asked to provide additional data including, but not limited to:

- Reproducible test case
- Scenario definitions
- Link to Mavrck account
- Link to Mavrck specific application
- Frequency of occurrence

In order to verify a product error, the Customer must provide a complete description of the product error to enable Mavrck to proceed with the problem investigation, including sufficient information to enable Mavrck to reproduce the problem.

Customer is responsible for all actions required to verify and substantiate the existence of a product error and to ascertain the conditions under which the problem may be duplicated

8. Product Error Corrections

Mavrck does not warrant that Mavrck products are error free, although reasonable efforts are made to ensure Mavrck products work as designed. Due to the technical complexities of Mavrck products and the environments in which the products are used, newly reported and identifiable product errors may take several weeks, or months, to debug, write, test, and integrate a fix. For Critical product errors, Mavrck will make reasonable efforts to develop a workaround that can be used until the error has been resolved.

At its discretion, Mavrck may make available a software update for newly reported and identifiable product errors of a Critical nature. Where possible, unit testing of the software update is performed prior to release, although such software updates do not undergo full system testing or integration testing. Mavrck therefore does not warrant the behavior of any software update made available to the Customer.

9. Third-Party Vendor Support

Technical support from Mavrck is not available for problems that arise as a result of the use of Mavrck products in conjunction with software from third-party vendors.

10. Exclusions

Mavrck shall have no obligation to provide technical support services if a problem is caused by: (a) misuse of Mavrck products, (b) any fault of Customer's agents or employees, (d) any attempts at modifications to the Mavrck product performed by other than personnel of Mavrck, (e) casualty, act of God, strikes, riot, war, the unauthorized acts of third parties, (f) failure or interruption of any electrical power, telephone, or communication line or like cause, (g) any other cause external to the Mavrck product except ordinary use.

11. Monthly Uptime

Mavrck warrants that its products provided pursuant to this Agreement will be available 99.0% of the time in a given month ("Mavrck SLA"). This Mavrck SLA shall apply only to the Mavrck Products and services purchased in an applicable Sales Order ("SO") or other form of agreement.

The Mavrck SLA shall not apply to performance issues: (a) to the extent caused by factors outside Mavrck's reasonable control but not limited to internet provider issues, third-party service issues, weather related service interruptions, acts of God, and other non-Mavrck related hosting issues; (b) that resulted from any actions or inactions of Customer or any third parties not affiliated with Mavrck; (c) that resulted from Customer's equipment and/or third-party equipment; or (d) that are scheduled by Mavrck for purposes of maintaining or updating the product. Notwithstanding the foregoing, the Mavrck SLA does apply to performance issues caused by, or on account of, Mavrck sub-contractors including but not limited to Amazon-branded web services.

If Mavrck does not meet the Mavrck SLA, Customer shall request, in writing, a detailed explanation of downtime and, should Mavrck be at fault per the definitions above, the Customer shall be eligible to receive Service Level Credits described below.

Monthly Uptime Percentages	Days of Service Added to End of Term at No Charge
< 99.0% -> = 97.0%	2
< 97.0% -> = 95.0%	4
< 95.0%	8