

LIVE RISK SERVICE SLA

This Live Risk Service SLA defines the responsibilities of the parties and the infrastructure required to support the Risk Services. This Live Risk Service SLA is incorporated by reference into the PPS Agreement and Contract Addendum and governs the provision of the Risk Services by PCI Pal to the Customer pursuant to the PPS Agreement and Contract Addendum.

1. Additional Definitions

- 1.1. All terms not otherwise defined herein shall have the meaning ascribed to those terms in the PPS Agreement and Contract Addendum:
- 1.2. "**Service Border**" is defined as the farthest network egress point to the public internet, switched telephone network or SMS network that is entirely under the direct control of each party."
- 1.3. "**Span of Control**" means PCI Pal and the Customer shall only be responsible for those aspects, components, inputs, and interfaces that fall directly under the control of their respective infrastructure and personnel up to their respective Service Borders. The following are outside the Span of Control and will release both parties from the obligations set forth in this Schedule:
 - 1.3.1. An outage of services that is due to the failure or non-performance of any equipment, connections, or services that are not under the direct control or supervision of each party, or their respective employees, contractors, or subcontractors; such services include without limitation peer-to-peer Internet service provider routing, or third party data center failure; or
 - 1.3.2. Any other events of force majeure as defined in the PPS Agreement.
- 1.4. "**Downtime**" means the total minutes in a month during which the aspects of the Risk Services specified in the Contract Addendum are unavailable, excluding Scheduled/Planned Maintenance and Emergency/Unplanned Maintenance.
- 1.5. "**Issue**" means (i) any single event, or (ii) any set of events, that result in Downtime.
- 1.6. "**Monthly Minutes**" is the number of total minutes in a calendar month.

2. Types of Support

Features	Support
Priority Based Response Times	
P1	120 business minutes
P2	N/A
P3	NA
Engineering Support	Standard

3. Priority Based Issues

Categories of Issues

P1 – Critical Service Issue	<ul style="list-style-type: none"> • Examples of Issue Types <ul style="list-style-type: none"> ◦ Customer unable to access PCI Pal's API. ◦ Majority of voice calls or SMS messages not being received by end users or the majority of messages subject to non-standard delays. ◦ Customer inquiry claiming any service is 'down'.
P2 – Services Impaired	<ul style="list-style-type: none"> • Examples of Issue Types <ul style="list-style-type: none"> ◦ One or more services appear to be impacted. ◦ Multiple users reporting severe slowness or degradation of service. ◦ Voice call or SMS messages being delayed to certain countries or regions at a non-standard level. ◦ Intermittent availability of PCI Pal's API.
P3 – Functional Issues & Support Inquiries	<ul style="list-style-type: none"> • Examples of Issue Types <ul style="list-style-type: none"> ◦ Escalation of a single user experience. Additional investigation requested from PCI Pal support. ◦ Feature requests, functional questions and general product inquiries. Customer business is not impacted.

3.1 The initial severity assigned to an Issue raised by a Customer may be adjusted up or down as appropriate by either party, after consideration of new and changed factors related to the status of the Issue.

3.2 Any reported Issue that has been deemed as having been caused by a failure outside of PCI Pal's control will be returned to the Customer with an appropriate explanation.

3.3 For each support Issue, the Customer is required to provide all necessary information to facilitate timely problem resolution when reporting the Issue. If any information is incomplete, resolution to the Issue may be delayed until the Customer provides the necessary information to facilitate timely problem resolution.

4. Responsibilities

4.1 Customer Support Responsibilities

4.1.1 The Customer shall be responsible for setup, usability configuration, account management and performance issues that fall within their Span of Control.

4.1.2 If the Customer is unable to resolve their end user's support incident, after (i) having made commercially reasonable efforts to do so and (ii) having exhausted all other support options available to the Customer, the Customer may report such Issue to PCI Pal.

4.1.3 The Customer shall answer their end users' questions regarding the Risk Services and attempt to resolve all issues. The Customer will provide any necessary translation of non-English information about Issues into English prior to submitting to PCI Pal. The Customer will also be responsible for translating any resolution information from PCI Pal into any required local language that is needed by the Customer.

4.1.4 The Customer will develop a system of communicating resolutions of particular support issues to its own internal staff members when such an explanation may help to assist the resolution of similar issues for other users.

5. Notifications of Maintenance

5.1 PCI Pal Scheduled/Planned Maintenance PCI Pal will make commercially reasonable efforts to provide the Customer with notice of all planned maintenance activities that could result in service interruptions as defined in the table below.

Maintenance Type	Notification Goal
Emergency/Unplanned Maintenance	As much notice as possible if potential Customer impact.
Scheduled/Planned Maintenance	4 weeks notification if potential Customer impact.
Product/Feature Release	60 days notification.

5.2 PCI Pal Emergency/Unplanned Maintenance If it is necessary for PCI Pal to perform unscheduled maintenance which may result in or as a result of Risk Services outage, PCI Pal shall immediately provide notification and regular updates to the Customer.

5.3 Risk Service Issues (Unplanned) PCI Pal will make commercially reasonable efforts to notify the Customer in the event that there is a severe degradation in the performance and/or availability of PCI Pal's services, as determined by PCI Pal in good faith.