

# Free/Pro: Service Level Agreement (SLA)

This Service Level Agreement (the “SLA”) describes the maintenance and support services to be provided by Platform Products Guilda Ltd. (the “Company”), with respect to the Platform, and contains service levels for the Platform to be provided to Customer pursuant to a Purchase Order and/or the License Agreement under which Customer acquired its rights to use the Platform.

**If you are an Enterprise Customer please refer to the Enterprise SLA provided to you in your License Agreement (which, in this case, its terms shall prevail in case of a conflict with the terms of this SLA), or contact your account manager.**

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## Definitions

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the License Agreement (as such term is defined herein).

1. “**Business Days**” shall mean Monday through Friday, with the exclusion of legal holidays in Customer’s location or relevant place of business.
2. “**Customer**” shall mean, respectively : (a) the entity that holds a license to the Platform and/or any person or entity on its behalf accessing and/or using the Platform or the Services under an authorization; or (b) an individual Customer that holds a license to the Platform and Services.
3. “**License Agreement**” shall mean (a) if you are an Enterprise customer - that certain License Agreement between the Parties; or (b) if you are another paid package customer – the Terms of Use relating to the Platform which can be found in Company’s website in the following link: <https://graphql-hive.com/terms-of-use.pdf>.
4. “**Purchase Order**” shall mean the completion and submission of the registration request via the Company’s website in the following link: <https://graphql-hive.com/>; or, to the extent applicable, another form of particular purchase order acceptable to the Company.
5. “**Services**” shall mean the maintenance and support services to be provided by Company with respect to the Platform according to the terms and conditions of this SLA. The Services will be provided by the Company’s staff remotely in accordance with the terms of this SLA. There will be no onsite support or guidance.
6. “**Platform**” shall have the meaning ascribed to such term in the License Agreement.

7. **“Problem”** shall mean any failure in the Platform, including bugs. Problem may also be a feature that is not substantially functioning in accordance with its description in the Purchase Order. Any problem whose source is external to the Company's Platform (e.g. operating system, hardware, compatibility, third party services) will not be regarded as a Problem for the terms of this SLA. Also excluded are any upgrades to the Platform, including but not limited to additional features, changes to the API, integration, and compatibility support.
8. **“Update”** shall mean any functionality modification or enhancement to a part of the Platform and or some of its features. Update which may include corrections of any defects, fixes of any bugs, upgrades or additional features to the Platform (but shall not include upgrades that significantly change the functionality of the Platform). The content, nature and timing of all Updates shall be determined by the Company in its sole and absolute discretion.
9. **“Work Around”** shall mean a technically feasible change in the operating procedure of the Platform whereby the effects of a Problem on the normal operation are reasonably minimized.
10. **“Working Hours”** – 9:00-17:00, Central European Time (CET).
11. **“Third Party Service”** shall mean Third-party products, software, services, content, specifications, plug-ins, applications, and other features linked to, integrates with or accessing the Platform, including the hosting and cloud services of the Platform.

## Services

Subject to the terms and conditions of this SLA, including without limitation payment of all Subscription Fees due to Company under a Purchase Order, the Company shall provide Customer with the following Services:

1. Maintenance Services. If and when Updates are developed by Company, Company shall promptly make such Updates available to Customer.
2. Support Services. In response to Customer report of a Problem, Company will make reasonable efforts to provide a fix, Work-Around or an Update for Problems reported by Customer, all at Company's discretion. Each report of a Problem must be accompanied by information sufficient to enable Company to verify and reproduce the Problem. Such a fix, Work-Around or Update shall be provided to Customer only.
3. Support services will be provided in accordance with the severity levels and response times set forth below. **“Response Time”** the time elapsed within the Working Hours from the moment a Problem is acknowledged by the Company until the commencement of work on the resolution of the Problem.
4. Company will have a support team available to answer Customer questions during Business Days and Working Hours. In addition the Company shall provide 24/7 support for “Critical Level Problems” on the basis of the current terms and conditions.
5. Below are the severity levels for Problems. Any Problems or Services will be qualified for a response as stated in the responsiveness table below. Company may patch a Problem and move it down the severity chain, thus allowing itself to have more time to permanently resolve the Problem.

Severity Level	Response Time
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<p><b>Severity Level 3 Problem-</b> “Low/Routine Level Problem”  – Problem with minor influence or no influence on the functionality of the Platform, Severity Level 3 Problems could have the following characteristics: • Error Message with Work Around. • Minimal performance degradation. • Platform is working properly and the issue is only a slight nuisance that is commonplace within the normal course of business.</p>	<p>Company staff is available during Business Days. Response within five (5) Business Days during Working Hours via email or the support chat within the Platform.</p>
<p><b>Severity Level 2 -</b> “High Level Problem”–The Problem hampers the functionality of the Platform or Customer's use of the Platform, however, the functionality of the Platform is maintained. Severity Level 2 Problems could have the following characteristics: • Severely degraded performance. • Key functionality is unavailable but the Platform is operational in a restricted fashion. • An Error or issue forcing a reboot of the Customer platforms.</p>	<p>Company staff is available during Working Hours. Response within an average of three (3) Business Days via email or the support chat within the Platform.</p>
<p><b>Severity Level 1 -</b> “Critical Level Problem”– Problem that precludes significant functionality of the Platform, or a Problem that prevents the Customer from performing critical business functions. Severity Level 1 Problems could have the following characteristics: • The Platform is preventing or blocking critical access or functions of the Customer's platforms. • The Platform is not working and no Work Around is available.</p>	<p>Response within an average of forty-eight 48 hours during Working Hours via email or the support chat within the Platform. Initial reporting of Problem via the support chat is preferred.</p>

The email address for requesting support are as follows: [help@graphql-hive.com](mailto:help@graphql-hive.com)

## Service Exclusions

1. The Company shall have no obligation to provide the Services for or in connection with Problems caused by any of the following:
  - a. Platform changed or modified by the Customer other than as specifically approved in writing by Company;
  - b. Network problems, including without limitation, problems with remote access connection, with routers, segments, hubs and switches;
  - c. Support environment failures of any external support connections from Customer to computer systems maintained by Customer or any third party, including without limitation power outage or component failure;
  - d. Problems resulting from failure to incorporate or implement any fix, Work Around or Update or any other maintenance or support service provided by Company.
  - e. A Problem sourced to a server or host that the Platform was installed on such server or host.
  - f. A determination by Company that a Problem is not covered by this SLA can be made at any time.

- g. Problems resulting from Customer's unauthorized use of the Platform or in a way that is incompliant with the Platform's license terms.
2. Company does not warrant providing any Services for a Customer using the Platform under a free Package (Hobby).
  3. In case of a Problem to the Platform that is due to, or arising out of, an interruption, fault and/or error of a Third Party Service, although Company will use practically reasonable and possible efforts to provide a Work Around or otherwise find a solution to the Problem caused to the Platform, Company cannot and do not warrant that the Response Time will be within any particular timeframe set out in the severity levels table or that it will be able to resolve any such Problem caused due to a Third Party Service. Any failure, interruption, fault or error of a Third Party Service will be the responsibility of, and will be handled in accordance with the service levels of the relevant Third Party Service Provider.
  4. Third Party Services may be subject to additional terms and conditions applicable to such Third Party Services, including, without limitation, their license terms and SLAs. The Third Party Services, including links to their specific terms, are arranged according to the order of importance and their impact on your use of the Platform, listed in the below table:

Level of impact on the Platform	Third Party Service Provider	Links to relevant Third Party Service terms and policies pages
<b>High</b>	CloudFlare	SLA: <a href="https://www.cloudflare.com/business-sla/">https://www.cloudflare.com/business-sla/</a> Other Legal Information: <a href="https://www.cloudflare.com/website-terms/">https://www.cloudflare.com/website-terms/</a>
	Microsoft Azure	SLAs (according to the type of service): <a href="https://azure.microsoft.com/en-us/support/legal/sla/cache/v1_1/">https://azure.microsoft.com/en-us/support/legal/sla/cache/v1_1/</a> <a href="https://azure.microsoft.com/en-us/support/legal/sla/postgresql/v1_3/">https://azure.microsoft.com/en-us/support/legal/sla/postgresql/v1_3/</a> <a href="https://azure.microsoft.com/en-us/support/legal/sla/kubernetes-service/v1_1/">https://azure.microsoft.com/en-us/support/legal/sla/kubernetes-service/v1_1/</a> <a href="https://azure.microsoft.com/en-us/support/legal/sla/event-hubs/v1_2/">https://azure.microsoft.com/en-us/support/legal/sla/event-hubs/v1_2/</a> Other Legal Information: <a href="https://azure.microsoft.com/en-us/support/legal/">https://azure.microsoft.com/en-us/support/legal/</a>
	ClickHouse Cloud	<a href="https://clickhouse.com/legal/privacy-policy">https://clickhouse.com/legal/privacy-policy</a>
<b>Medium</b>	Stripe	<a href="https://stripe.com/ssa">https://stripe.com/ssa</a>
	Grafana Labs	<a href="https://grafana.com/legal/">https://grafana.com/legal/</a>
	Sentry	<a href="https://sentry.io/terms">https://sentry.io/terms</a>
<b>No Impact</b>	Zendesk	<a href="https://www.zendesk.com/company/sunshine-conversations-enterprise-sla/">https://www.zendesk.com/company/sunshine-conversations-enterprise-sla/</a>
	Google Analytics	<a href="https://policies.google.com/terms">https://policies.google.com/terms</a>

## Customer's Responsibilities

1. Customer and, to the extent applicable, its staff, shall provide Company with reasonable and necessary assistance in order to enable Company to provide the Services.
2. Customer will notify Company promptly following discovery of the failure of the Platform, and will provide Company with sufficient information regarding the failure, necessary details regarding the Customer and

relevant project, and any other information reasonably requested by the Company to resolve the Problem. Any delays in the provision of the required information will delay the closure of the service event. The Response Time will begin elapsing from the time the required information is provided.

3. If required, provide the Company with remote access (VPN) to the systems necessary to debug and troubleshoot the issue that requires support. The response time will begin elapsing from the time remote access is provided.
4. Customer must have either internal or 3rd-party support of the hardware, operating systems, firewalls, proxy servers, database, and any relevant and related infrastructure so as to allow the Platform to be used.

## **Fees and Payment**

All fees and payments in connection with the Service herein are included in the relevant Subscription Package offer and shall be made in accordance with the Platform's Terms of Service.

## **Ownership**

As between Company and Customer, all Updates and any other material, in whole and in part, including the intellectual property rights embodied therein, provided under this SLA or under the provision of the Services are the sole and exclusive property of Company licensed to the Customer by Company for use only in accordance with the License Agreement.

## **Term and Termination**

This SLA shall be in full force and effect upon the Customer's registration and first access to the Platform in accordance with the relevant Subscription Package and shall terminate automatically upon termination of the License Agreement and/or the expiry of the Subscription Period (whichever earlier).

## **Miscellaneous**

1. **General:** All the general provisions in the License Agreement, including regarding the parties' commitment to confidentiality, information security and privacy, liability, dispute resolution and others, will apply, mutatis mutandis, to this SLA as well.
2. **Changes:** The Company may amend or change the terms of its support services plan from time to time at its own reasonable discretion, by submission of a proper notice through the Platform and/or on Company's website in advance of such changes. Any change will come into effect (15) days after such notice was provided. Customer's continued use of the Platform after Company's notice of such changes will be deemed acceptance of the changes.

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