

Service Level Agreement

SPARROW
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SPARROW

External Service Levels, Outage Process and Maintenance Communication

This document will communicate the following:

1. Service Level Definition
2. Severity Level 1 Flow Chart
3. SPARROW Communication Methods

Service Levels

1. **SPARROW** will provide the following support:
 - 1.1 SPARROW shall provide remote technical assistance and consultation to Customers and Partners during normal business hours, via telephone, electronic mail and, if approved by a Customer via network connectivity to such Customer’s systems. Why do we say normal business hours? Isn’t this available 24/7?
 - 1.2 SPARROW will promptly correct any defects in the Gateway, or develop a work-around, patch or other fix, and furnish Customers with such correction, work-around, patch or other fix.
 - 1.3 SPARROW will provide problem resolution for Defects detected by Customers in the Gateway in accordance with the service levels and effort standards set forth in Section 2 below.
 - 1.4 Updates:
 - a) SPARROW will install all updates to the Gateway during scheduled downtime periods.
 - b) Unless otherwise agreed in writing, updates shall not materially degrade the performance, functioning or operations of the Gateway and shall not cause the performance, functioning or operation of the Gateway to fail to meet the requirements of the Agreement.
 - c) After an update has been incorporated into the Gateway, the update shall be considered part of the Gateway for all purposes of the Agreement.

2. Service Levels

2.1 SPARROW will maintain Availability of the hosted Gateway to meet or exceed the following Service Levels:

Service Level Name	Description	Minimum Service Level
Operational Hours	Hours for which the Hosted Gateway is to be available to customers	24 hours per day, 365 days a year
Hosted Gateway Availability or “Uptime”	The percentage time that the hosted Gateway is in service and fully available to customers, excluding Scheduled Downtime	99.99% annually

“Scheduled Downtime” means (i) regularly scheduled maintenance normally performed during the hours 2:30 am to 4:00 am Arizona Time averaging 30 minutes; and (ii) other times that SPARROW performs systems maintenance upon 14 days’ notice, or at least 24 hours prior written notice in the case

of an urgent update, which would severely affect our merchant's security or ability to process transactions.

“**Scheduled Uptime**” means all times (i.e., 24 hours a day, 7 days a week) other than Scheduled Downtime.

* SPARROW Hosted Gateway Availability is calculated as follows: for a single month, the aggregate amount of actual uptime expressed as a percentage of the Scheduled Uptime (i.e., Availability = (Actual Uptime / Scheduled Uptime) X 100). The determination of Scheduled Uptime shall not include:

- a) Interruptions to access to and use of the functionality of the hosted Gateway or the ability to retrieve, use or input content due to circumstances beyond SPARROW's reasonable control, including without limitation, natural disasters and utility interruptions beyond that which would be avoided by reasonable use of back-up electricity supplies at facilities from which the SPARROW platform is operated;
- b) SPARROW interruptions relating to a Customer's systems or communications;
- c) a planned outage of which SPARROW has provided at least 24 hours' notice to Customers or Partners for work on the supplier platform for the purpose of modifying, securing or enhancing the offering, and which Customer or such Partner has approved, such approval not to be unreasonable delayed or denied;
- d) a failure or fault of the end user's system, or any system not under the reasonable control of SPARROW;
- e) Customer or any Partner failing to access and communicate with SPARROW's platform in accordance with the terms of the certification for such person.

2.2 Each defect reported by a Customer, and reasonably agreed to by SPARROW, will be classified by Customer as a Severity Level 1, Severity Level 2 or Severity Level 3 Defect. SPARROW will respond to Customer's request for support in a manner appropriate for the Priority of Defect by Customer as follows:

SPARROW will initiate diagnostic and remedial measures within five (5) minutes of Customers telephonic, electronic or other notification of a Severity Level 1 Defect. Once SPARROW has commenced corrective measures, SPARROW will work continuously and diligently until the defect has been resolved.

SPARROW will initiate diagnostic and remedial measures within fifteen (15) minutes of Customers telephonic, electronic or other notification of a Severity Level 2 Defect. Once SPARROW has commenced corrective measures, SPARROW will complete all such corrections as soon as reasonably practicable.

SPARROW will endeavor to correct a Severity Level 3 Defect and furnish a remedy within fourteen (14) days after Customers initial notification or such other time period that is reasonable under the circumstances.

2.3 For the purposes hereof:

“**Severity Level 1**” means a defect that renders the SPARROW Gateway inoperable or is causing adverse impact to Customer's business operations.

Example: The gateway is unreachable and merchants cannot perform major functions such as payment processing.

“**Severity Level 2**” means a defect that materially impairs the SPARROW Gateway, with the consequence that Customer’s business can be performed but in a restricted or inefficient manner.

Example: The gateway is working, but performance is slow.

“**Severity Level 3**” means a defect that does not significantly affect the Customer’s current day-to-day business operations; but the performance or efficiency of Customer’s business operations might improve if such defect were to be corrected.

Example: Slow return of Data Vault search

“**Severity Level**” means Severity Level 1 Defect, Severity Level 2 Defect or Severity Level 3 Defect, as applicable.

Communication. Each Customer is responsible to provide SPARROW valid, current contact information. SPARROW will utilize Statuspage.io to communicate with its clients and partners via email, text or social media when an incident has occurred or when planned maintenance is scheduled. Statuspage.io will automatically communicate the start, progress and conclusion of any incident or planned maintenance to SPARROW customers and partners.

Subscribe to updates at: <https://sparrow.statuspage.io/>

To Report an outage or delayed processing, please contact us immediately via our *24/7 phone support line*:

Entity	Contact	Inquiry
Gateway Support	Telephone: 1-888-508-1610 Email: support@sparrowone.com	Gateway Outage

SPARROW Severity 1 Flow Chart

