

Service Level Agreement

VB-SLA | Vera AI | Version 1.0 | Effective July 2026

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The availability commitment, service credits, support model, incident and escalation process, maintenance, security response, and disaster-recovery objectives for paid Vera AI subscriptions. An exhibit to the Master Subscription Agreement.

BACKGROUND

This Service Level Agreement (this SLA) forms part of the Master Subscription Agreement (the Agreement) between the Provider and the Customer and applies to paid subscriptions to the Service. Capitalized terms not defined here have the meaning given in the Agreement.

This SLA sets out the commitments the Provider makes for the operation of the Service: how available the Service will be and how that is measured, the service credits that apply if the commitment is missed, the support the Provider gives and how quickly it responds, how incidents are managed and escalated, how planned and emergency maintenance are handled, how the Provider responds to security and data incidents, and the objectives for backup, disaster recovery, and business continuity.

1. INTRODUCTION AND SCOPE

- 1.1 Purpose.** This SLA describes the service levels the Provider commits to for the Service and the remedies available to the Customer if the Provider does not meet them. It is intended to give the Customer's operational and vendor-management teams a clear, measurable statement of what to expect and how to act when a commitment is missed.
- 1.2 Application.** This SLA applies to the production instance of the Service made available under a paid Order Form. It does not apply to free tiers, trials, sandbox or evaluation environments, or features designated beta or preview, and it does not apply during any period of Excluded Downtime.
- 1.3 Measurement period.** Unless stated otherwise, commitments are measured over each calendar month of the Subscription Term, and remedies are assessed month by month.
- 1.4 Precedence.** In the event of a conflict between this SLA and the body of the Agreement, this SLA controls on the subjects it covers. In the event of a conflict between this SLA and an Order Form, the Order Form controls for that order.

2. DEFINITIONS

- (a) **Available** means the Core Functions of the Service are accessible and operating materially in accordance with the Documentation. **Unavailable** means they are not, as measured by the Provider's monitoring.
- (b) **Core Functions** means signing in, uploading and viewing contracts, generating and viewing benchmark reports and deliverables, and, where the plan includes it, the documented API.
- (c) **Monthly Uptime Percentage** means, for a calendar month, the total number of minutes in the month minus Downtime minutes, divided by the total number of minutes in the month, expressed as a percentage.
- (d) **Downtime** means minutes during which the Service is Unavailable, as measured by the Provider's monitoring, excluding Excluded Downtime.
- (e) **Excluded Downtime** means unavailability caused by Scheduled Maintenance, Emergency Maintenance, a Force Majeure event, factors outside the Provider's reasonable control (including failures of the public internet

or of third-party services the Customer relies on), the Customer's own systems, network, or connectivity, the Customer's breach of the Agreement or the Acceptable Use Policy, a suspension permitted by the Agreement, or the Customer's use of a beta or preview feature.

- (f) **Scheduled Maintenance** means maintenance for which the Provider gives at least forty-eight hours notice, normally performed in a low-traffic window.
- (g) **Emergency Maintenance** means urgent maintenance the Provider must perform to protect the security, integrity, or availability of the Service, for which advance notice is not always possible.
- (h) **Incident** means an unplanned interruption or a reduction in the quality of the Service.
- (i) **Severity Level** means the classification of an Incident or Support Request as P1, P2, P3, or P4 under the support sections below.
- (j) **Support Request** or **Ticket** means a request for support that an Authorized User logs through a designated channel.
- (k) **Response Time** means the time from the Provider's receipt of a properly logged Support Request to its substantive first human response, not the time to resolution.
- (l) **Workaround** means a temporary means of restoring materially equivalent functionality pending a permanent fix.
- (m) **Support Hours** means 09:00 to 18:00 on a Business Day in the Customer's primary support region as stated in the Order Form, except that P1 Incidents are handled around the clock.
- (n) **Business Day** means a day other than a Saturday, Sunday, or public holiday in the Customer's primary support region.
- (o) **Service Credit** means the credit calculated under the service-credit sections as the Customer's remedy for a missed availability commitment.
- (p) **RPO** (recovery point objective) and **RTO** (recovery time objective) have the meanings given in the disaster-recovery section.
- (q) **Status Page** means the Provider's page reporting component health and Incident history, which is the authoritative record of availability and Incidents.
- (r) **Force Majeure** has the meaning given in the Agreement.

3. SERVICE COMMITMENTS OVERVIEW

3.1 This SLA makes the commitments summarized below, each detailed in the sections that follow. This table is a summary only; the operative terms are in the referenced sections.

COMMITMENT	TARGET	PRIMARY REMEDY
Availability of the Service	99.9% Monthly Uptime Percentage	Service Credits
Availability of the API (where included)	99.9% Monthly Uptime Percentage	Service Credits
P1 support first response	1 hour, 24x7	Escalation
Recovery point objective (RPO)	24 hours	Disaster recovery
Recovery time objective (RTO)	24 hours	Disaster recovery
Chronic failure	Below the thresholds stated below	Termination and refund

4. AVAILABILITY COMMITMENT

- 4.1 Commitment.** The Provider will use commercially reasonable efforts to make the Service Available with a **Monthly Uptime Percentage of at least 99.9 percent**, measured over each calendar month.
- 4.2 Calculation.** Monthly Uptime Percentage is calculated as ((Total Minutes minus Downtime Minutes) divided by Total Minutes) multiplied by 100, where Total Minutes is the number of minutes in the calendar month. A partial minute of Downtime is counted as a whole minute.
- 4.3 API availability.** Where the Customer's plan includes API access, the same 99.9 percent commitment applies to the availability of the documented API endpoints, measured in the same way and eligible for Service Credits on the same basis.

5. PERFORMANCE

- 5.1** The Provider designs and operates the Service to deliver responsive performance under normal load and monitors latency and error rates against internal targets. Performance targets are operational goals that inform the Provider's engineering; they are not availability commitments and do not on their own give rise to Service Credits. Sustained performance degradation that renders the Core Functions unusable is handled as an Incident under this SLA.

6. MEASUREMENT AND REPORTING

- 6.1 Measurement.** Availability is measured against the production environment by the Provider's monitoring systems, which probe the Core Functions at regular intervals from independent locations. The Status Page is the authoritative record of availability and Incidents.
- 6.2 Reporting.** Component health and Incident history are published on the Status Page in real time. On request, the Provider provides Enterprise-plan customers a monthly availability summary for the affected Service.
- 6.3 Subscriptions.** Authorized Users may subscribe to Status Page notifications to receive Incident and maintenance updates by email.

7. SERVICE CREDITS

- 7.1** If the Monthly Uptime Percentage falls below the commitment in a calendar month, the Customer is eligible for a Service Credit calculated as a percentage of the monthly subscription fee for the affected Service:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
Below 99.9% and at or above 99.0%	10% of the monthly fee
Below 99.0% and at or above 95.0%	25% of the monthly fee
Below 95.0%	50% of the monthly fee

- 7.2 Basis.** The monthly subscription fee means one twelfth of the annual fee for the affected Service, or the stated monthly fee where billing is monthly. Service Credits for a given month are calculated on the fee for the Service that was Unavailable, not on the Customer's total fees.
- 7.3 Cap.** The total Service Credits awarded for any single calendar month will not exceed 50 percent of the monthly subscription fee for the affected Service.
- 7.4 Form.** Service Credits are applied against future invoices for the Service and have no cash value. They are issued only to an account in good standing and only against undisputed fees, and they are not payable on

termination except as part of a refund the Agreement or this SLA expressly provides.

7.5 Sole remedy. Except for the termination right in the Chronic Problems section, Service Credits are the Customer's sole and exclusive remedy, and the Provider's entire liability, for any failure to meet the availability commitment.

8. CLAIMING A SERVICE CREDIT

8.1 To claim a Service Credit, the Customer submits a written request to support within thirty days after the end of the affected month. The request should include:

INFORMATION	DETAIL
Customer and Service	The organization and the affected Service or plan
Dates and times	The dates and times, with time zone, of each period of unavailability
Impact	A description of the impact on the Customer's users
Supporting data	Any logs, screenshots, or Ticket references the Customer has

8.2 The Provider validates the claim against its monitoring and the Status Page and applies any Service Credit due within the following billing cycle. A claim submitted more than thirty days after the end of the affected month is waived.

9. SUPPORT: CHANNELS AND HOURS

9.1 The Provider provides support to Authorized Users through the channels and during the hours set by the Customer's plan:

PLAN	CHANNELS	HOURS
Growth and Professional	In-product and email	Support Hours; P1 handled 24x7
Enterprise	In-product, email, and a named contact	Extended hours per the Order Form; P1 handled 24x7

9.2 Support is provided in English. The Provider may make additional languages or channels available under an Order Form.

10. SUPPORT: SEVERITY CLASSIFICATION

10.1 The Provider and the Customer classify each Incident and Support Request by severity, based on its impact:

SEVERITY	DESCRIPTION	EXAMPLE
P1 Critical	The Service is Unavailable or unusable for all or most users, or a security incident is suspected	Sign-in fails platform-wide; contract data cannot be accessed
P2 High	A major function is impaired with no reasonable Workaround	Report exports fail for all users
P3 Normal	A minor function is impaired, or a major function has a Workaround	A single chart renders incorrectly
P4 Low	A question, cosmetic issue, or enhancement request	A how-to question; a misaligned label

10.2 The Provider assigns the initial severity in good faith based on the information available and may adjust it as the impact becomes clearer, in consultation with the Customer.

11. SUPPORT: RESPONSE AND UPDATES

11.1 The Provider targets the following Response Times, measured from receipt of a properly logged Support Request, and provides updates on open Incidents at the stated cadence:

SEVERITY	FIRST RESPONSE	UPDATE CADENCE	COVERAGE
P1 Critical	1 hour	Hourly until downgraded	24x7
P2 High	4 Support Hours	Each Business Day	Support Hours
P3 Normal	1 Business Day	As it progresses	Support Hours
P4 Low	3 Business Days	As it progresses	Support Hours

11.2 Response Times measure the time to a substantive human response, not to resolution. The Provider works each Incident with commercially reasonable effort appropriate to its severity until it is resolved or downgraded.

12. SUPPORT: SCOPE

12.1 Included. Support includes helping the Customer diagnose and resolve Incidents with the Service, answering questions about documented functionality, and guidance on configuration and use within the Documentation.

12.2 Out of scope. Support does not include:

- (a) development of custom features, integrations, or scripts,
- (b) support for the Customer's own systems, networks, or third-party products,
- (c) training beyond the Documentation and standard onboarding, unless purchased as professional services, or
- (d) issues arising from the Customer's breach of the Agreement or the Acceptable Use Policy, or from unsupported use.

12.3 Customer contacts. The Customer designates the Authorized Users who may log Support Requests and, for P1 and P2 Incidents, makes a knowledgeable contact available to assist with diagnosis.

13. ESCALATION MANAGEMENT

13.1 If an Incident is not progressing to the Customer's reasonable satisfaction, the Customer may request escalation, and the Provider will engage the following levels:

LEVEL	ENGAGED	TRIGGER	ACTION
1	Support engineer	Ticket logged	Diagnosis and response within target
2	Senior engineer and support lead	P1, or Customer request	Added resources and a named owner
3	Engineering and operations management	P1 beyond 4 hours, or Customer request	Management ownership and executive updates

13.2 For a P1 Incident, the Provider provides a named owner and updates until the Incident is resolved or downgraded.

14. INCIDENT MANAGEMENT

- 14.1 Process.** The Provider operates a documented incident-management process covering detection, classification, containment, communication, resolution, and closure. The Provider detects Incidents through monitoring and Customer reports, classifies them by severity, and works them to resolution or a Workaround.
- 14.2 Communication.** The Provider posts material Incidents on the Status Page and updates them until resolution. During a P1 Incident, the Provider provides updates at least hourly through resolution.

15. ROOT CAUSE ANALYSIS AND CORRECTIVE ACTIONS

- 15.1** For each P1 Incident, and for a P2 Incident on the Customer's reasonable request, the Provider conducts a root cause analysis and, within ten Business Days of resolution, provides the Customer a written post-incident review describing the timeline, the cause, the impact, the remediation, and a corrective-action plan with owners and target dates to reduce the likelihood of recurrence. The Provider tracks corrective actions to completion.

16. PLANNED MAINTENANCE

- 16.1** The Provider performs Scheduled Maintenance in a low-traffic window and gives at least forty-eight hours notice through the Status Page and, where the plan provides, by email, and at least five Business Days notice for maintenance it expects to cause material disruption. The Provider works to minimize the duration and impact of Scheduled Maintenance. Scheduled Maintenance is Excluded Downtime and does not count against the availability commitment.

17. EMERGENCY MAINTENANCE

- 17.1** The Provider may perform Emergency Maintenance to protect the security, integrity, or availability of the Service, including to apply an urgent security patch. The Provider gives as much notice as is practicable in the circumstances through the Status Page. Emergency Maintenance is Excluded Downtime.

18. SECURITY AND DATA INCIDENT RESPONSE

- 18.1** The Provider maintains a documented incident-response process for security events, including detection, triage, containment, eradication, recovery, and review. Where a security incident affects Customer personal data, the Provider notifies the Customer without undue delay in accordance with the Data Processing Addendum and provides the information the Customer reasonably needs to meet its own obligations, supported by the audit trail. Nothing in this SLA reduces the Provider's obligations under the Data Processing Addendum.

19. BACKUP, DISASTER RECOVERY, AND BUSINESS CONTINUITY

- 19.1 Backups.** The Provider takes regular encrypted backups of the production data store and periodically tests their restoration.
- 19.2 Disaster recovery objectives.** For a declared disaster affecting the production environment, the Provider targets a **recovery point objective (RPO) of 24 hours** and a **recovery time objective (RTO) of 24 hours**. These objectives describe the Provider's disaster-recovery design and are not additional availability commitments.
- 19.3 Testing.** The Provider tests its disaster-recovery plan at least annually and updates it based on the results.

19.4 Business continuity. The Provider maintains a business-continuity plan so that it can continue to operate and support the Service through a disruption to its own operations.

19.5 Customer exports. The Provider's backups protect against Provider-side data loss and are not a substitute for the Customer's own exports and records. The Customer is responsible for retaining copies of data it needs outside the Service.

20. ROLES AND RESPONSIBILITIES

20.1 Provider responsibilities. The Provider will:

- (a) operate, monitor, and maintain the Service to meet the commitments in this SLA,
- (b) provide support and manage Incidents as described above,
- (c) communicate Incidents and maintenance through the Status Page, and
- (d) conduct root cause analysis and corrective actions for qualifying Incidents.

20.2 Customer responsibilities. The Customer will:

- (a) report Incidents promptly through a designated channel with the information needed to diagnose them,
- (b) designate support contacts and make a knowledgeable contact available for P1 and P2 Incidents,
- (c) keep credentials secure and use the Service in accordance with the Agreement and the Acceptable Use Policy, and
- (d) maintain the equipment, software, and connectivity it needs to access the Service.

21. SERVICE GOVERNANCE AND REVIEWS

21.1 For Enterprise-plan customers, the Provider makes a service review available on a periodic basis as stated in the Order Form, covering availability, Incidents and their corrective actions, support performance, and upcoming changes. The parties use the review to address service trends and to align on priorities.

22. CONTINUOUS IMPROVEMENT

22.1 The Provider maintains a program of continuous improvement for the reliability and security of the Service, informed by monitoring, Incident reviews, and Customer feedback, and applies the lessons learned to reduce the likelihood and impact of future Incidents.

23. EXCLUSIONS

23.1 The availability commitment and Service Credits do not apply to, and Downtime does not include, unavailability that results from any Excluded Downtime, including:

- (a) Scheduled Maintenance and Emergency Maintenance,
- (b) Force Majeure events and factors outside the Provider's reasonable control, including failures of the public internet or of third-party services the Customer relies on,
- (c) the Customer's equipment, software, network, or connectivity, or a third-party product the Customer integrates with the Service,
- (d) the Customer's use of the Service in breach of the Agreement or the Acceptable Use Policy, or a suspension permitted by the Agreement,
- (e) beta or preview features, free tiers, trials, and non-production environments, and
- (f) actions the Provider takes at the Customer's request or in accordance with the Customer's instructions.

24. CHRONIC PROBLEMS

24.1 If the Monthly Uptime Percentage for the Service falls below 95.0 percent in any single calendar month, or below the 99.9 percent commitment in each of three consecutive calendar months, the Customer may terminate the affected Service on written notice given within thirty days after the end of the triggering month, and the Provider will refund the prepaid, unused fees for the terminated Service as of the termination date. This termination right, together with any Service Credits earned, is the Customer's sole and exclusive remedy for chronic failure to meet the availability commitment.

25. CHANGES TO THIS SLA

25.1 The Provider may update this SLA as the Service evolves. The Provider will not materially reduce the availability commitment, the Service Credit levels, the target Response Times, or the recovery objectives during a paid Subscription Term. Changes take effect for renewals and new Order Forms and are posted with the agreements.

This exhibit is governed by and forms part of the Master Subscription Agreement between the parties.

Any questions about this document go to legal@vendorbenchmark.com.