

Service Level Agreement

This Service Level Agreement (the "SLA") sets out AhaPlay's commitments regarding the availability, support, and service levels of the AhaPlay Platform.

This SLA forms part of the AhaPlay legal and operational framework and should be read together with the AhaPlay Terms of Service, the applicable Quote or Order Form, the applicable Data Processing Agreement (DPA) where applicable, the Privacy Policy, the Security Policy, the Acceptable Use Policy, the IP & Ownership Policy, and other applicable AhaPlay policies. This SLA applies to Customer Organisations accessing or using the Platform under an applicable Quote or other commercial arrangement with AhaPlay.

Unless the context otherwise requires, capitalised terms used but not defined in this SLA shall have the meanings assigned to them in the Terms of Service.

1. Beneficiary of the SLA Rights

The rights under this SLA shall apply for the benefit of the Customer Organisation that is a party to the applicable Quote. Where the Customer Organisation has been introduced or is maintained by a Partner, the Partner shall have the right to exercise the procedural rights under this SLA (including incident reporting, claiming of credits, and status communications) on behalf of and for the benefit of the relevant Customer Organisation, provided that the Customer Organisation shall remain the beneficiary of the substantive rights, including the right to credits.

2. Service Guarantees

2.1 Uptime Guarantee

AhaPlay shall use reasonable efforts to maintain a monthly availability of the Platform of 99.9%, measured as a percentage of the total time during the relevant calendar month during which the Platform is accessible and functions substantially in accordance with its documentation.

2.2 Measurement Methodology

Monthly availability shall be measured as a percentage of the total time during the relevant calendar month during which the Platform was accessible and usable for its primary purpose, where "Total Minutes" means the total number of minutes in the relevant calendar month, and "Downtime Minutes" means the total number of minutes during which the Platform was inaccessible, measured primarily through AhaPlay's monitoring systems. The calculation shall be made in accordance with the following formula:

Monthly Availability (%) = (Total Minutes – Downtime Minutes) / Total Minutes × 100

2.3 Exclusions from the Calculation

Downtime Minutes shall not include periods attributable to: scheduled maintenance, notified by AhaPlay at least forty-eight (48) hours in advance and carried out, where technically feasible, during periods of low activity; emergency maintenance necessary for the protection of the security, integrity, or stability of the Platform; force majeure circumstances in accordance with the applicable Terms of Service; inaccessibility caused by third-party services, including infrastructure, authentication, or AI providers, provided that AhaPlay uses reasonable efforts in the selection of reliable providers; actions, configurations, or integrations initiated by the Customer Organisation, its End Users, or third parties acting on their behalf; as well as temporary restriction or suspension of access as a consequence of breaches of the Terms of Service, applicable Policies, or Applicable Law.

2.4 Incident Response Times

AhaPlay shall respond to reported incidents relating to the Platform within the following target initial response times, measured in AhaPlay business hours (Monday to Friday, 09:00 – 18:00 EET, excluding official public holidays in the Republic of Bulgaria): for critical incidents (P1), including complete inaccessibility of the Platform or material loss of core functionalities affecting multiple Customer Organisations — within 4 business hours; for high-impact incidents (P2), affecting a specific Customer Organisation without an available alternative solution — within 8 business hours; for medium-impact incidents (P3), where there is limited impact or an alternative solution is available — within 2 business days; and for low-impact incidents (P4), including enquiries, minor questions, or non-material issues — within 5 business days. The stated times represent target periods for an initial response and commencement of work on the incident and shall not constitute a guarantee of its final resolution, which depends on the nature, complexity, and scope of the relevant incident.

2.5 Incident Reporting Channels

The Customer Organisation shall report incidents relating to the Platform through the support address specified in the Workspace or in the applicable Quote, through the available contact functionalities in the Platform, or through other channels designated by AhaPlay or agreed between the Parties. Upon reporting an incident, the Customer Organisation shall provide reasonably necessary information for the identification and evaluation of the issue, including a description of the symptoms, the affected functionalities, the time of occurrence, identification of the affected End Users, and other information reasonably requested by AhaPlay.

2.6 Service Credits

In the event of non-fulfilment of the guaranteed monthly availability, the Customer Organisation shall be entitled to a credit against the monthly fees for use of the Platform, as follows: where

actual monthly availability is below 99.9% and at or above 99.0% — 10%; where availability is below 99.0% and at or above 95.0% — 25%; and where availability is below 95.0% — 50%. Service Credits shall apply solely to the monthly fees for use of the Platform (monthly fees payable for access to and use of the Platform under the applicable Quote) for the relevant calendar month and shall not apply to Overusage charges, Professional Services fees, or other payments. Unless otherwise agreed in the applicable Quote, the credits shall be provided as a reduction of a subsequent invoice and shall not be subject to monetary refund. The total value of Service Credits for a given calendar month shall not exceed 50% of the monthly fees for use of the Platform for the relevant month, regardless of the number of incidents or the duration of the inaccessibility.

2.7 Claiming of Credits

In order to obtain a service credit, the Customer Organisation shall submit a written request to AhaPlay within thirty (30) calendar days of the end of the calendar month during which the non-fulfilment occurred, providing reasonably necessary information for evaluation of the request, including the affected period, the affected functionalities and End Users, the impact on the activity of the Customer Organisation, and other information reasonably requested by AhaPlay. AhaPlay shall review the request within a reasonable period, ordinarily up to thirty (30) calendar days, and, upon confirmation of the non-fulfilment, shall apply the corresponding credit on the basis of the data from AhaPlay's monitoring systems and an objective assessment of the circumstances. Requests submitted after the expiry of the stated period shall not be subject to review, save in cases of demonstrated objective inability to submit in a timely manner.

3. Exclusive Remedy

The Service Credits provided for in this SLA shall constitute the sole and exclusive remedy of the Customer Organisation upon non-fulfilment of the guaranteed availability or the service level under this SLA. Save as otherwise expressly provided in the applicable Terms of Service, Quote, or applicable law, the Customer Organisation shall not be entitled to additional indemnification, compensation, or other claims relating to such non-fulfilment beyond what is expressly provided for in this SLA.

4. Management of Updates

4.1 Right to Update

AhaPlay shall maintain and may unilaterally update this SLA in connection with the evolution of the Platform, the infrastructure, technological standards, regulatory requirements, and operational practice.

4.2 Material Changes

"Material change" means a change that materially affects the guaranteed monthly availability, the measurement methodology, the incident response times, the credit percentages or the maximum amount of credits, the scope of the exclusions from the calculation, or other conditions that materially affect the rights or obligations of the Customer Organisation under this SLA. Upon a planned material change, AhaPlay shall notify the affected Customer Organisations and Partners in writing at least ninety (90) calendar days prior to its entry into force, with the notification containing a description and justification of the change, the affected sections, the expected practical consequences, and the date of entry into force.

4.3 Non-Material Changes

"Non-material changes" means changes that do not fall within the scope of material changes under Section 4.2, including editorial corrections, clarification of formulations, technical or typographical corrections, updating of the incident reporting channels or AhaPlay contact details, addition of explanatory examples, the specification of existing principles without introducing new obligations or restrictions, as well as updates required by applicable law or regulatory acts. Non-material changes may enter into force immediately upon publication of the updated version without notice.

4.4 Exception for Force Majeure Circumstances and Regulatory Requirements

AhaPlay may shorten or disapply the notification periods under this Section in the event of force majeure circumstances in accordance with the Terms of Service, mandatory statutory or regulatory requirements, the need for the immediate protection of the security of the Platform or personal data, as well as other objectively urgent circumstances. In such cases, AhaPlay shall notify the affected parties as soon as practicable and shall provide an objective justification for the applied exception.