



Service Level Agreement

Confidential

Service Level Agreement (SLA)

Applies to: Navu Enterprise Services

This Service Level Agreement (“SLA”) describes the service availability commitments provided by Navu (“Navu”, “we”, “our”) for the Navu platform (the “Service”) and the remedies available to eligible customers in the event those commitments are not met.

This SLA applies only to customers subscribed to an Enterprise plan governed by a Master Services Agreement (“MSA”) or Order Form that expressly references this SLA.

1. Service Availability Commitment

Navu shall use commercially reasonable efforts to ensure that the Service is available to Customer with a Monthly Uptime Percentage of at least 99.9% during each calendar month (the “Service Commitment”). If the Service falls below 99.9% availability in any calendar month, Customer may be eligible to receive the Service Credits described in Section 3.

2. Definitions

The following definitions apply to this SLA. Defined terms used here, but not defined here, are defined in the MSA.

“**Downtime**” means, in each calendar month, the number of minutes during which there is more than a five percent Service error rate. Downtime does not include Emergency Downtime or Scheduled Downtime.

“**Emergency Downtime**” means those times where Navu becomes aware of an issue which Navu determines requires immediate remediation and, as a result, the Service is made temporarily unavailable for Navu to address the issue. Emergency Downtime is not considered Downtime for purposes of this SLA.

“**Monthly Uptime Percentage**” means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered in the calendar month, divided by the total number of minutes in the calendar month.

“**Scheduled Downtime**” means those times where Navu notifies Customer of Downtime at least ten (10) days prior to the commencement of such Downtime, provided that: (a) there will be no more than twenty-four (24) hours of Scheduled Downtime per calendar year; and (b) Scheduled

Downtime will never be scheduled during business hours. Scheduled Downtime is not considered Downtime for purposes of this SLA.

3. Service Credits

If Navu fails to meet the Service Commitment in a given calendar month, Customer may be eligible to receive service credits as follows:

Monthly Uptime Percentage	Service Credit
Below 99.9% but above 98.0%	10% of the monthly fees for the Service credited to Customer's account
Below 98.0% but above 95.0%	20% of the monthly fees for the Service Service credited to Customer's account
Below 95.0%	30% of the monthly fees for the Service credited to Customer's account

Service credits are calculated based on the monthly subscription fees paid for the affected Service during the applicable month.

4. Credit Request Process

To receive a service credit, Customer must submit a written request to support@navu.co within thirty (30) days following the end of the month in which the Service Commitment was not met. The request must include:

- Customer account name
- Dates and approximate times of the Downtime
- Description of the incident(s)

Navu will review all reasonably documented claims and determine eligibility in good faith.

5. Credit Limitations

- Service credits are Customer's sole and exclusive remedy, and Navu's sole and exclusive liability, for any failure to meet the Service Commitment.
- Service credits are non-refundable and may only be applied toward future subscription fees.
- Total service credits issued in any single calendar month will not exceed thirty percent (30%) of the monthly subscription fees paid for the affected Service.

7. Exclusions

This SLA does not apply to any performance issues: (a) caused by factors outside of Navu's reasonable control, including Force Majeure Events (as defined in the MSA); (b) that resulted from Customer's actions or inactions, or the actions or inactions of a third party; (c) that resulted from Customer's equipment or third-party equipment; (d) that occurred during Scheduled Downtime or Emergency Downtime; or (e) arising from Beta Features or preview features.

6. Support

Navu will use commercially reasonable efforts to respond to critical Service issues promptly.

7. Changes to this SLA

Navu may update this SLA from time to time. Any material reduction in the Service Commitment will not apply during Customer's then-current subscription term unless agreed in writing.

8. Entire Agreement

This SLA forms part of and is incorporated into the applicable MSA and Order Form between Customer and Navu. In the event of a conflict between this SLA and the MSA, the terms of the MSA will govern unless expressly stated otherwise.