



Service Level Agreement

Verifeyed attempts to respond to all issues of all customers in a timely manner. Verifeyed's policy is to respond to all customer cases within 24 hours. However, the commitments in this Service Level Agreement are provided only to customers of Enterprise API plans.

Definitions

“Service” means “Verifeyed API” service accessible via web.

“Task” means a combination of any image that is uploaded by the customer’s application for processing/verification.

“Availability Downtime Minute” means a one minute period during which the Service is unavailable.

“Month” means a calendar month during which downtime has occurred.

“Monthly Availability Downtime” means the total number of Availability Downtimes Minutes during the Month.

SLA

1. Verifeyed commits that the Monthly Uptime Percentage for the Service will not be less than 99%.
2. The general availability of the Service has no direct effect on the processing speed of individual images or documents. There is no guaranteed processing speed for a submitted job.
3. Subject to the exclusions stated in Section 4 below and to the provisions of this Section 3, VERIFEYED will provide a partial refund or provide additional credit for image verification for each Month in which the Monthly Uptime Percentage is less than 99%.
 - a. In order to be eligible for such partial refund or additional credit for image verification, customer is required to submit a Claim to VERIFEYED via e-mail at the email address support@verifeyed.com not later than ten (10) calendar days after the end of the Month.
 - b. Customer must provide VERIFEYED with all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network trace routes, the URL(s) affected and any attempts made by the customer to resolve the Incident.
 - c. In order to be eligible to submit a Claim with respect to any Incident, the customer must first have notified VERIFEYED of the Incident within 24 hours after the Incident began at: support@verifeyed.com.



d. VERIFEYED will use all information reasonably available to it to validate Claims and make a good faith judgment as to whether the Monthly Uptime Percentage commitment has been met with respect to the Claim.

e. In the event the Monthly Uptime Percentage is not met for any Month, VERIFEYED will calculate the number of images that were not processed due to reported Incidents (i.e. the number of images eligible for refund), based on the duration of the Incident and the customer's average processing speed as follows:

Number of images eligible for refund = (Monthly average number of images processed over the last 3 full months / Number of minutes in the Month) x Monthly Availability Downtime

f. VERIFEYED will, in its sole discretion, either: (i) credit the customer's account with the number of images eligible for refund, or (ii) deduct the amount of the refund from the monies due in the next billing period, or (iii) refund the customer the monetary equivalent, calculated according to the price list option used by the customer.

g. UNDER NO CIRCUMSTANCES SHALL VERIFEYED BE LIABLE FOR ANY DAMAGES SUFFERED BY THE CUSTOMER AS A RESULT OF USE OR INABILITY TO USE THE SERVICE, OR THE FAILURE OF THE SERVICE TO MEET THE MONTHLY UPTIME PERCENTAGE COMMITMENT, OR CAUSED BY ERRORS, INTERRUPTION OF SERVICE, REMOVAL OF FILES, CHANGE IN FUNCTIONALITY, DEFECTS AND THE LIKE, HOWSOEVER CAUSED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE FAILURE OF THE SERVICE TO MEET THE MONTHLY UPTIME PERCENTAGE COMMITMENT SHALL BE THE ADDITIONAL IMAGE VOLUMES, CREDITS OR REFUNDS DESCRIBED HEREIN.

4. Service Exclusions

The Service Level commitment set forth above does not apply to any performance or availability issues:

- Due to factors outside of VERIFEYED's reasonable control (for example, a network or device failure external to Amazon's data centers);
- Due to customer's use of the Service in a manner inconsistent with the API documentation
- Caused by customer's continued misuse of the Service if customer fails to modify its use after VERIFEYED has advised customer to modify its use of the Service for any reason.

5. VERIFEYED may change the terms of this Service Level Agreement at any time, and from time to time in its sole discretion. VERIFEYED will provide no less than fifteen (15) days' advance notice of changes to the terms of this Service Level Agreement. Notice of such changes shall be given only by posting the revised terms on the website at <http://www.verifeyed.com>