

PAYALO SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA) forms part of the Payment Notification Platform Services Agreement (the "Agreement") between Payalo Ltd ("Payalo", "We", "Us") and the relevant client ("Client", "You").

This SLA describes the support framework applicable to the Payalo Platform, including service availability, maintenance windows, support priorities and target response times.

Capitalized terms used in this SLA but not defined here have the meanings given to them in the Agreement. In the event of any conflict between this SLA and the Agreement, the main body of the Agreement shall prevail.

For the purposes of this SLA may be updated from time to time in accordance with the Agreement.

1. Definitions

For the purposes of this SLA:

"Initial Response" means Payalo's acknowledgement of receipt of a Support Request, and does not require any diagnosis, Workaround or Resolution;

"Priority Level" means the priority (P1 to P4) assigned to a Support Request in accordance with Section 6;

"Resolution" means the permanent correction of an issue, the provision of a Workaround, or a configuration change, instruction or guidance that addresses the issue, and an issue is treated as resolved once a Workaround is in place;

"Support Hours" means the hours falling within Working Days, unless the Client has purchased enhanced support under the Agreement.

"Support Request" means a request for support submitted through a designated support channel in accordance with Section 6;

"Workaround" means a temporary means of materially restoring the affected functionality, notwithstanding that the underlying issue remains; and

"Working Day" means a day other than a Saturday, Sunday or public holiday in the Republic of Cyprus.

2. Scope

This SLA applies only to the Payalo Platform and the Support Services provided by Payalo under the Agreement.

Payalo provides a technical payment notification platform only. Payalo does not hold, manage, process, settle or transfer funds, and does not act as a payment processor, custodian or financial institution.

3. Exclusions

This SLA does not apply to, and Payalo shall not be liable for, any interruption, delay, degradation, inaccuracy or failure caused in whole or in part by:

- any Mobile Network Operator (MNO), wallet provider, bank, payment service provider, telecommunications provider or other third-party platform or infrastructure;
- any force majeure event;
- any acts or omissions of the Client, its personnel, contractors, customers or users;

- any issue relating to the Client Services;
- any issue arising from the Client's systems, connectivity, infrastructure, hardware, software or environment;
- any failure by the Client to comply with the Documentation or Payalo's reasonable instructions;
- any failure by the Client to implement required API changes, updates or fixes;
- scheduled maintenance or emergency maintenance;
- inaccurate, incomplete, delayed or corrupted information received from the Client, any Customer, any MNO or any third party; or
- any suspension or restriction permitted under the Agreement.

4. Service Availability

Payalo shall use reasonable commercial efforts to make the Payalo Platform available **24 hours a day, 7 days a week**, subject to the exclusions in this SLA and the Agreement.

Unless a specific uptime percentage is expressly agreed in writing, all service levels and targets in this SLA are operational targets only and do not constitute guarantees, warranties or conditions, and do not give rise to any service credits or financial remedies except as expressly agreed otherwise in writing.

5. Maintenance Windows

Scheduled Maintenance

Where reasonably practicable, Payalo will provide at least **three (3) Working Days'** prior notice of scheduled maintenance, except where this is not practicable due to circumstances outside Payalo's reasonable control, in which case Payalo will provide as much notice as reasonably possible.

Scheduled maintenance will, where reasonably practicable, be carried out during off-peak hours.

Emergency Maintenance

Payalo may carry out emergency maintenance where reasonably required for security, incident response, operational stability, changes in law, or requirements imposed by an MNO or Regulatory Body.

Where reasonably practicable, Payalo will provide prior notice of emergency maintenance.

Effect on Availability

Scheduled maintenance and emergency maintenance are excluded from availability calculations.

6. Technical Support

Support Channels

Support Requests must be submitted through the support channels notified by Payalo from time to time, which may include:

- support portal;
- support email; or
- other designated support contacts notified by Payalo.

A Support Request will be treated as logged only once it has been received through the designated support channel and Payalo has been given sufficient information to assess the issue.

Priority Levels

P1-Critical

The Payalo Platform is unavailable, or there is a critical issue causing material business impact with no reasonable Workaround available.

P2-High

There is significant degradation of the Payalo Platform, or a major function is materially impacted, but the service is not wholly unavailable.

P3-Medium

There is a non-critical operational issue affecting part of the service, with a workaround available.

P4-Low

There is a minor issue, cosmetic defect, reporting issue, informational request or other non-service-affecting matter.

Payalo will assign the Priority Level to each Support Request acting reasonably and may re-classify the Priority Level at any time as further information becomes available.

Target Response and Resolution Times

Priority	Initial Response	Update Frequency	Restoration/ Workaround	Resolution Target
P1 – Critical	15 minutes	every 30 minutes	2 hour	1 Working Day
P2 – High	1 hour	every 1 hour	8 hours	2 Working Days
P3 – Medium	1 Working Day	as reasonably required	2 Working Days	reasonable time
P4 – Low	2 Working Days	as reasonably required	reasonable time	reasonable time

All Initial Response, update frequency, restoration/Workaround and Resolution times set out above are measured only during Working Days and Payalo's designated support hours, unless the Client has purchased enhanced support services under the Agreement.

Target times are measured from the time a Support Request is logged in accordance with this Section 6 and do not run during any period in which Payalo is awaiting information, access, instructions or action from the Client.

Once a Workaround has been provided for a Support Request, it will be re-classified to the Priority Level reflecting the reduced impact (typically P3 or P4) for the purposes of any further target times.

All response and Resolution times are subject to the general service level disclaimer set out above.

7. Escalation

Payalo maintains an internal escalation process for support issues.

- **P1 issues** may be escalated internally on an urgent basis where restoration is not achieved within the target timeframe.
- **P2 and P3 issues** may be escalated internally where appropriate based on severity, duration or operational impact.

Payalo may notify Client-facing escalation contacts separately from time to time.

8. Client Responsibilities

To enable Payalo to provide effective support, the Client must:

- maintain stable systems, connectivity and technical environments required for use of the Payalo Platform;
- provide Payalo promptly with all information reasonably required for diagnosis, investigation and remediation of issues;
- comply with the Documentation and any instructions, policies and integration requirements notified by Payalo;
- implement required API changes within the periods specified under the Agreement; and
- cooperate in good faith with Payalo in relation to incident management and Support Requests.

Payalo shall not be responsible for any delay in support, restoration or Resolution caused by the Client's failure to comply with this section.

Where support is requested in respect of any matter excluded under Section 3, caused by the Client, or otherwise outside the scope of the Support Services, Payalo may provide such support at its discretion and charge for it at Payalo's then-current rates, subject to the enhanced support provisions of the Agreement.

9. Reporting and Review

Payalo may provide service reports, transaction reports or operational summaries from time to time for informational purposes only.

Unless expressly stated otherwise in the Agreement, such reports are provided on an "as available" basis and Payalo does not warrant that such reports will be complete, uninterrupted or error-free.

Payalo may, at its discretion, hold periodic service review meetings with the Client to discuss service performance, incidents, maintenance and operational matters.

10. Remedies and Liability

Except as expressly set out in the Agreement, this SLA does not create any separate warranty, representation or condition.

Any failure by Payalo to meet any service level or target in this SLA shall not constitute a breach of the Agreement.

Unless expressly agreed otherwise in writing, the Client shall not be entitled to any service credits, refunds, rebates, penalties or other financial remedies for any failure by Payalo to meet a target under this SLA.

All liability relating to this SLA is subject to the limitations, exclusions and disclaimers set out in the Agreement.

11. Changes to this SLA

This SLA is published on Payalo's website and may be updated from time to time in accordance with the Agreement.

The Client is responsible for reviewing the then-current version of this SLA as published on Payalo's website.

For material changes, Payalo will provide You with written notice of such material change. The Client's continued use of the Payalo Platform following the effective date of any update shall constitute acceptance of the updated SLA.