

ORDO™: Service Level Agreement (SLA)

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1. OVERVIEW

This SLA outlines the expected service levels, support, and uptime commitments from GBS, as well as the Customer's responsibilities. It also defines the remedies available to the Customer in the event of a breach of these commitments.

2. SERVICE AVAILABILITY

The Service Provider will use commercially reasonable efforts to make our SaaS services available with a Monthly Uptime Percentage of at least 99.95%, calculated monthly, excluding scheduled maintenance and downtime caused by factors outside the Service Provider's control (e.g., force majeure events, internet outages beyond the Service Provider's servers).

- **Service Uptime Commitment:** 99.95%
- **Service Downtime:** Unplanned outages exceeding 10 consecutive minutes will be considered downtime.

3. SCHEDULED MAINTENANCE

Scheduled maintenance will occur during low-traffic periods, and the Customer will be notified at least 72 hours in advance. Maintenance is expected to last no longer than **4 hours** unless otherwise stated.

4. SUPPORT SERVICES

GBS offers the following support channels:

- **Standard Support:** Available via email, live voice or web-based ticketing system.
 - **Hours of Operation:** 8:00 AM to 6:00 PM EST Monday – Friday excluding weekends and GBS observed holidays
 - **Response Time Commitment:**
 - Critical Issues (system-wide outages): 1 hour
 - High Priority Issues (significant features impaired): 4 hours
 - Low Priority Issues (non-critical bugs, requests): Next Business Day
- **After-Hours Support:** Includes 24/7 emergency support via [1.800.369.0595](tel:18003690595)

5. ISSUE RESOLUTION AND ESCALATION

- **Initial Response:** As per the committed response times listed in **Section 4**.
- **Escalation:** If an issue is not resolved within 24 hours of the initial response, it will be escalated to senior support personnel.

6. CUSTOMER RESPONSIBILITIES

- **System Requirements:** The Customer is responsible for ensuring that their systems meet the minimum requirements to use the service effectively.
- **Access to Service:** The Customer is responsible for maintaining the necessary network connections and hardware to access the SaaS platform.
- **Data Security:** The Customer is responsible for maintaining the security of their user accounts (e.g., password policies, user permissions).

7. COMPENSATION FOR SERVICE DOWNTIME

Service Credits are calculated as a percentage of the total charges paid by you for SaaS Services in the affected region for the monthly billing cycle in which the Monthly Uptime Percentage fell within the ranges set forth in the table below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

We will apply any Service Credits only against future SaaS payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Service Commitment was not met. Service Credits will not entitle you to any refund or other payment from GBS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide SaaS Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

8. CREDIT REQUEST AND PAYMENT PROCEDURES

To receive a Service Credit, you must submit a claim by opening a case with GBS. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates, times, and lack of Availability incident that you are claiming;
3. the billing cycle with respect to which you are claiming Service Credits;
4. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks)

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

9. SLA EXCLUSIONS

The Service Commitment does not apply to any unavailability, suspension or termination of SaaS Services, or any other SaaS Services issues: (i) caused by factors outside of our reasonable control including any force majeure event or Internet access or related problems; (ii) that result from any voluntary actions or inactions by you; (iii) that result from your equipment, software or other technology; (iv) that result from you not following the best practices described; or (v) arising from our suspension or termination of your right to use SaaS Services in accordance with the Agreement. If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit, considering such factors at our discretion.

10. DEFINITIONS

- “Availability” is calculated for each 5-minute interval as the percentage of Requests processed by SaaS Services that do not fail with Errors and relate solely to the provisioned SaaS Services. If you did not make any Requests in a given 5-minute interval, that interval is assumed to be 100% available.
- An “Error” is any Request that fails due to an SaaS Services internal service error.
- “Monthly Uptime Percentage” for a given region is calculated as the average of the Availability for all 5-minute intervals in a monthly billing cycle. Monthly Uptime Percentage measurements exclude any lack of Availability resulting directly or indirectly from any SaaS Services SLA Exclusion.
- A “Request” is an invocation of an endpoint of any SaaS Services.
- A “Service Credit” is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.