Proof of Address Verification Verification SLA

Customer Service Level Agreement (SLA) for Subscription-Based SaaS Product

1. Introduction

This Service Level Agreement ("SLA") outlines the terms and conditions governing the service levels provided by Melio AI Inc ("Service Provider") to [Customer] ("Customer") for the subscription-based **Intelligent Document Verification**, delivered via API as a Software-as-a-Service (SaaS) product. This SLA defines the agreed-upon Key Performance Indicators (KPIs), response times, subscription-based service levels, and termination conditions.

2. Services Covered

This SLA applies to the following subscription-based service components:

- API Access to **Intelligent Document Verification** as per subscription tier (e.g., **Starter**, **Standard**, **Advanced**)
- Support services as outlined in Section 6, aligned with subscription levels
- Periodic updates, maintenance, and enhancements as per subscription package

3. Subscription Service Levels

The Service Provider offers different subscription tiers with varying levels of service. This SLA applies based on the Customer's active subscription plan:

- **Starter Subscription:**
  - 1,000 pages
  - API Access
  - Basic Support
  - Out of bundle: $0.05 per page
- **Standard Subscription:**

- 10,000 pages

  - API Access

  - Basic Support

  - Out of bundle: $0.03 per page

- **Advanced Subscription:**

  - 20,000 pages

  - API Access

  - Basic Support

  - Out of bundle: $0.025 per page

4. Key Performance Indicators (KPIs)

4.1 Uptime

- **Service Uptime Guarantee:**

  - **Starter Subscription:** 99.0% uptime per month

  - **Standard Subscription:** 99.0% uptime per month

  - **Advanced Subscription:** 99.9% uptime per month

- **Uptime Calculation:**

  - Uptime (%) = (Total minutes in a month - Total downtime minutes in a month) / Total minutes in a month * 100

4.2 Downtime

- **Downtime Definition:** Any period during which the Customer cannot access the API due to failures within the Service Provider's infrastructure.

- **Scheduled Maintenance:** Will not be counted as downtime if the Customer is notified at least **48 hours in advance** and maintenance is scheduled outside of peak hours (defined in the subscription agreement).

- **Unscheduled Downtime:** If the service is unavailable without prior notification, this will be considered unplanned downtime.

4.3 Performance Metrics

- **API Latency:**

- **Starter Subscription:** Average API response time below 3s with a maximum timeout of 15s

- **Standard Subscription:** Average API response time below 3s with a maximum timeout of 15s

- **Advanced Subscription:** Average API response time below 3s with a maximum timeout of 15s

5. Response and Resolution Times

Response and resolution times are dependent on the Customer's subscription tier.

5.1 Severity Levels

- **Severity 1 – Critical:** Complete API outage or service unavailability.

  - **Starter Subscription:**

    - **Time to Respond:** 2 hours
    - **Time to Resolve:** 8 hours

  - **Standard Subscription:**

    - **Time to Respond:** 2 hours
    - **Time to Resolve:** 8 hours

  - **Advanced Subscription:**

    - **Time to Respond:** 30 minutes
    - **Time to Resolve:** 4 hours

- **Severity 2 – High:** Major functionality is impaired or performance is significantly degraded.

  - **Starter Subscription:**

    - **Time to Respond:** 4 hours
    - **Time to Resolve:** 12 hours

  - **Standard Subscription:**

    - **Time to Respond:** 4 hours
    - **Time to Resolve:** 12 hours

- **Advanced Subscription:**
  - **Time to Respond:** 2 hours
  - **Time to Resolve:** 6 hours
- **Severity 3 - Medium:** Minor functionality issues that do not impair core services.
  - **Starter Subscription:**
    - **Time to Respond:** 12 hours
    - **Time to Resolve:** 24 hours
  - **Standard Subscription:**
    - **Time to Respond:** 12 hours
    - **Time to Resolve:** 24 hours
  - **Advanced Subscription:**
    - **Time to Respond:** 4 hours
    - **Time to Resolve:** 18 hours
- **Severity 4 - Low:** General support requests, feature requests, and non-urgent issues.
  - **Starter Subscription:**
    - **Time to Respond:** 24 hours
    - **Time to Resolve:** 3 business days
  - **Standard Subscription:**
    - **Time to Respond:** 24 hours
    - **Time to Resolve:** 3 business days
  - **Advanced Subscription:**
    - **Time to Respond:** 12 hours
    - **Time to Resolve:** 2 business day

6. Support Services

6.1 Support Availability

Support services vary based on the subscription plan:

- **Basic Support (Starter Subscription and Standard Subscription):** Email support available during business hours (9:00 AM - 5:00 PM SAST).

- **Priority Support (Advanced Subscription):** 24/7 support, including phone, email, chat, and a dedicated account manager.

6.2 Priority Levels

For Basic Support, issues will be handled according to the priority defined in the Severity Levels (Section 5). Critical issues (Severity 1) for Priority Support will always receive the highest priority.

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7. Service Credits

In case of failure to meet the agreed-upon service levels, the Customer is entitled to service credits as follows:

7.1 Uptime Credits

- **Starter Subscription:**

  - Below 99.0% uptime: 5% service credit of the monthly subscription fee.

- **Standard Subscription:**

  - Below 99.0% uptime: 5% service credit of the monthly subscription fee.

- **Advanced Subscription:**

  - Below 99.9% uptime: 15% service credit of the monthly subscription fee.

7.2 Performance Credit Application

- Service credits will be applied to the Customer's next subscription invoice. Credits are capped at **25%** of the monthly subscription fee.

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8. Termination Clauses

8.1 Termination for SLA Breach

The Customer has the right to terminate the subscription and SLA under the following conditions:

- Uptime falls below **95%** for three consecutive months.

- The Service Provider fails to resolve **Severity 1** issues in the stipulated timeframe for more than **three incidents** in a rolling six-month period.

8.2 Termination Notice

The Customer may terminate the agreement with **30 days' written notice**, specifying the reasons for termination.

8.3 Subscription Cancellation

The Customer may cancel their subscription for convenience with **30 days' notice**. Upon cancellation, the service will remain active until the end of the current billing cycle.

8.4 Early Termination Penalties

If the Customer terminates the service before the end of a contracted term (for annual or multi-year agreements), an early termination fee equivalent to **50% of the remaining subscription fees** will apply.

9. Exclusions

The Service Provider is not liable for SLA violations or failures to perform due to:

- Issues caused by the Customer's misuse or misconfiguration of the service.

- External factors such as internet service provider failures or third-party API outages.

- Force Majeure events, including but not limited to natural disasters, acts of terrorism, and other uncontrollable events.

10. Amendments

This SLA may be amended from time to time by the Service Provider to reflect improvements in service or changes in business needs. Customers will be notified of changes with **30 days' notice** prior to implementation.