

GIMMAL SUPPORT SERVICE LEVEL AGREEMENT

Gimmel Support Site: [support.gimmel.com \(https://support.gimmel.com/\)](https://support.gimmel.com/)

Gimmel Support Email: [support@gimmel.com \(mailto:support@gimmel.com\)](mailto:support@gimmel.com)

Monday-Friday 8:00AM-5:00PM CST (except designated US holidays)

Gimmel is here to solve your support request(s) as quickly as we can, but we ask for your help by being as responsive as possible. Many of our support cases require specific information from you about your configuration and environment. You should be available and willing to work with Gimmel to resolve your support request(s) consistent with the severity level described below. If, within 14 calendar days, you don't respond to our request for information necessary to resolve your case, we will close the ticket. With this in mind you, will be able to re-open closed tickets within 28 calendar days of closure.

Support Case Severity Levels

1. Level 1 - Production Down

- a. Initial Response - 1 hour
- b. Minimum Update Frequency - Daily
- c. Description - The problem or error results in your inability to use Gimmel's software in your production environment, or if your production environment is unavailable for use due to the installation of our Software, either of which is causing a critical effect on your business operations.

2. Level 2 - High

- a. Initial Response - 4 hours
- b. Minimum Update Frequency - Daily
- c. Description - The problem or error produces a situation in which you can use your Gimmel Software, but your production operations are severely impacted by the problem or error.

3. Level 3 - Normal

- a. Initial Response - 1 day
- b. Minimum Update Frequency - Weekly
- c. Description - The problem or error produces a noticeable situation in which you can use the Software with some restrictions on production operations which do not have a critical impact on your business operations. This level also applies to any problems or errors in your non-production environment.

4. Level 4 - Request

- a. Initial Response - 1 week
- b. Minimum Update Frequency - Weekly
- c. Description - The problem or error produces a situation in which your convenience or use of the Software is affected or you desire an enhancement or information.

Gimmel may be able to assist you with understanding when there are problems or errors relating to your third-party products, but support of third-party products is not covered under your support agreement. Furthermore, Gimmel will be unable to provide resolution to any problems with third-party products, but we will use commercially reasonable efforts to help you to obtain support from Microsoft should the problem or error be related to a Microsoft product. Gimmel has the right to revise severity levels if deemed necessary as many issues are configuration or environmental issues with systems architecture that are out of scope of Gimmel support.

Our corporate holidays include the following US holidays:

- Jan. 1, 2025 - New Year's Day
- Jan. 20, 2025 - Martin Luther King Jr. Day
- Feb. 17, 2025 - President's Day
- May 26, 2025 - Memorial Day
- July 4, 2025 - Independence Day
- Sept. 1, 2025 - Labor Day
- Nov. 27, 2025 - Thanksgiving Day
- Nov. 28, 2025 - The Day After Thanksgiving
- Dec. 25, 2025 - Christmas Day
- Dec. 26, 2025 - The Day After Christmas

Our offices will be closed on these days. In the event this holiday schedule changes, we will use commercially reasonable efforts to notify you in advance of making these changes.

SaaS Support

For our customers subscribing to Gimmel's SaaS Services we make the following Availability Commitment:

Gimmel commits to Gimmel SaaS Services being Available (as defined below) 99.9% of each calendar month, not including planned outages for maintenance purposes, for which advance notice is provided to you via email (the "Availability Commitment").

Term Definitions

1. **Available** - Gimmel SaaS Services are available (following Activation) 24 hours per day x 7 days a week, measured on a calendar month, less Actual Downtime.
2. **Activation** - Activation refers to the date you are provided access to the Gimmel SaaS Services by Gimmel.
3. **Actual Downtime** - Actual Downtime means to the total amount of time during any calendar month during which you will not be able to access the SaaS Services. Actual Downtime does not include:
 - a. Scheduled downtime in order to perform maintenance and/or updates, for which you will receive advance notice from Gimmel. Scheduled downtime will occur during the regularly planned maintenance window as Gimmel may reasonably designate from time to time. Planned maintenance window(s) will not be scheduled Monday through Friday from 5am to 5pm CT.
 - b. Acts or omissions by you, any of your Authorized Users, or anyone gaining access through your Authorized Users' usernames and passwords.

- c. Your use of hardware and network services controlled by you and whose performance or failure to perform can impair your connections to the Internet and the transmission of data.
 - d. Events beyond Gimmel's Immediate Control (as defined below).
4. **Authorized User** - Authorized Users are as defined in your contract with Gimmel, but generally include anyone you have configured for access to any aspect of the Gimmel software provided through Gimmel SaaS Services.
5. **Events Beyond Gimmel's Immediate Control** - Events Beyond Gimmel's Immediate Control include:
- a. The flow of data to or from Gimmel's network and other portions of the Internet which depends on the performance of Internet and telephone services not provided or controlled by Gimmel.
 - b. A service interruption caused by a security threat, until the security threat has been eliminated.
 - c. A Force Majeure Event as defined in the Master Agreement.
 - d. Emergency maintenance. If Emergency Maintenance becomes necessary, Gimmel will notify you as soon as is practicable, but will first endeavor to remedy the emergency.

Failure to Meet Availability Commitment

If Gimmel fails to meet the Availability Commitment, you will escalate through support@gimmel.com (<mailto:support@gimmel.com>) and/or support.manager@gimmel.com (<mailto:support.manager@gimmel.com>), as described above. If Gimmel fails to meet the Availability Commitment for two (2) consecutive calendar months, and you were negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), Gimmel shall provide a service credit equal to one month's Service Fees, to be applied to the next invoice. If you are past due or in default with respect to any payment or any material contractual obligation to Gimmel, you are not eligible for any credit under this Support SLA. If Gimmel fails to meet the Availability Commitment for three (3) consecutive calendar months, then within thirty (30) days following the conclusion of the third consecutive calendar month, you may terminate the applicable Order(s) by giving Gimmel thirty (30) days' prior written notice of termination, without liability for any cancellation fees, penalties or other damages associated with termination, and you shall be entitled to a refund of unearned, prepaid fees, if any, prorated from the effective date of such termination through the end of the applicable prepaid period. Notwithstanding any other term or provision in the Master Agreement, the remedies stated herein are your sole and exclusive remedies for Gimmel's failure to meet the Availability Commitment.

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Contact us at www.gimmel.com (www.gimmel.com)