



LEGAL DOCUMENT

Service Levels & Support Policy

Incorporated by reference into all paid agreements

Version 1.1 · May 2026 · 365Agents, Inc.

365 AGENTS

SERVICE LEVELS & SUPPORT POLICY (v1.1)

Changes from v1.0: Fixed Tier numbering (Low is now Tier 4); added Section 5 (Uptime Service Credits) with credit table and claim process; harmonized definitions with the Master Services Agreement and Reseller / White-Label Agreement; clarified that “Customer” includes Resellers.

This Service Levels & Support Policy (this “**Policy**”) is incorporated in and governed by the terms of a customer’s agreement with 365Agents, Inc. (“**365Agents**”) for access to and use of the 365Agents online platform for AI voice and text agents (the “**Agreement**”). This Policy encompasses all support obligations 365Agents has in connection with the Customer’s use of the Services (as defined in the Agreement). The Support Services begin as of the date specified in the applicable Agreement, Order, statement of work, or other applicable document and continue for the Support Period.

In this Policy, “**Customer**” means the party that has entered into an Agreement with 365Agents (whether a direct customer under the MSA or a Reseller under the Reseller / White-Label Agreement). 365Agents provides Tier 1 support directly only to the contracting party; Resellers are responsible for first-line support to their Buyers and may escalate Tier 2 / Tier 3 issues to 365Agents.

1. DEFINITIONS

Capitalized terms not defined in this Policy have the meanings given in the Agreement.

“**Business Day**” means Monday through Friday, excluding weekends and U.S. federal bank holidays.

“**Customer Cause**” means any of the following causes of an Error: (a) negligent or improper use, abuse of, or damage to the Services by Customer or its Representatives; (b) modification or alteration of the Services by Customer or its Representatives that 365Agents has not specifically authorized in writing; (c) use of the Services in a manner inconsistent with the then-current Documentation; (d) use of any Third-Party Products in connection with the Services that 365Agents has not provided; (e) errors caused by Customer Systems or Customer-provided data; or (f) any error to the extent related to Out-of-Scope Services.

“**Customer Systems**” means Customer’s information technology infrastructure, including computers, software, databases, electronic systems, and networks.

“**Error**” means an error or failure with respect to the Services, including any problem, failure, or error referred to in the Service Level Table. Errors do not include errors that result from a Customer Cause or a Force Majeure Event.

“**Force Majeure Event**” means any unavailability caused by circumstances beyond 365Agents’ reasonable control, including acts of God, government actions, flood, fire, earthquake, civil unrest,

terrorism, labor problems (other than those involving 365Agents employees), failures or delays of computer, telecommunications, ISP, or hosting facilities not within 365Agents' possession or reasonable control (including failures or delays involving Third-Party Products), and denial-of-service attacks.

"Out-of-Scope Services" means (a) services in a Statement of Work other than the Support Services; (b) services requested by Customer in connection with an apparent Error that 365Agents reasonably determines to have been caused by a Customer Cause; and (c) other services the parties agree in writing are not Support Services.

"Platform" has the meaning given in the Agreement.

"Representative" means any employee or contractor of Customer, or any employee or contractor of an Affiliate of Customer.

"Resolve" / "Resolution" means a fix, workaround, or other solution in 365Agents' reasonable determination to address a reported Error.

"Response Time" has the meaning set forth in the Service Level Table.

"Service Levels" means the defined Error severity levels, Response Times, and Resolution targets in the Service Level Table.

"Service Level Table" means the table set out in Section 4.

"Support Hours" means Monday through Friday 8:00 a.m. – 5:00 p.m. U.S. Eastern Time, excluding U.S. federal bank holidays.

"Support Request" means a request submitted by Customer's Technical Contact through one of the channels in Section 2.

"Support Services" means 365Agents' support of the Services, but excluding Out-of-Scope Services.

"Technical Contact" means the individual(s) Customer designates in writing as the primary liaison for Support Requests.

"Third-Party Products" means third-party software, computer hardware, network hardware, electrical, telephone, wiring, and related accessories, components, parts, and devices.

"Uptime Availability" has the meaning set forth in Section 5.

2. CONTACT OPTIONS

365Agents offers the following channels for Support Requests:

Channel	Detail	Hours
Email	support@365agents.com	24x7 ingest; response per Service Levels during Support Hours

Phone	[insert support phone]	During Support Hours
Customer Portal	https://app.365agents.com/support	24x7 ingest
Critical / Sev 1 hotline	[insert pager / on-call]	24x7

3. SUPPORT SERVICES

3.1 365Agents will perform all Support Services during the Support Hours throughout the Support Period in accordance with this Policy and the Agreement, including the Service Levels and the other obligations set forth in this Section 3.

3.2 365Agents provides direct (“**Tier 1**”) support only to the party that has purchased the Services from 365Agents, and not to subsequent purchasers, Buyers, or end users other than Customer’s Representatives.

3.3 Responsibilities. 365Agents will: (a) respond to and Resolve all Support Requests in accordance with the Service Levels; and (b) provide email and telephone support to Customer during Support Hours through Customer’s specified Technical Contact.

3.4 Time extensions. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Response Times.

3.5 Out-of-Scope Services. Upon mutual written agreement, 365Agents may provide support for Out-of-Scope Services subject to additional fees.

4. SERVICE LEVELS

Response Times are set forth in the Service Level Table. Response Time is measured from receipt of a Support Request until 365Agents has provided a Response (acknowledgment plus assignment of technical personnel). 365Agents will use commercially reasonable efforts to promptly Resolve each Error. Actual Resolution time depends on the nature of the Error.

4.1 Service Level Table

Tier	Severity	Definition	Response Time
1	Critical	A system-wide outage where the Services’ usage is severely impacted and no workaround is available. The issue may severely limit operations of the Services for more than 10% of users.	365Agents shall respond within 1 hour during Support Hours, or by 9:00 a.m. ET the next Business Day if reported outside Support Hours.
2	High	The reported issue affects key functionality and no	365Agents shall respond

workaround is available. Other product features remain functional.

within **4 hours** during Support Hours, and shall diligently pursue a Resolution.

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| 3 | Medium | The issue affects fewer than 10% of users, and/or a workaround is available. The Services remain functional. Includes provisioning/change-management requests, enhancement requests, common how-to questions, and product issues with viable workarounds. | 365Agents shall respond within 1 Business Day . |
| 4 | Low | A reported issue with limited business impact, not critical in nature, or with no significant impact to Customer. | 365Agents shall respond within 3 Business Days . |

(Tier numbering corrected in v1.1: prior version had two rows labeled "3.")

5. UPTIME AVAILABILITY AND SERVICE CREDITS

5.1 Uptime commitment. 365Agents will use commercially reasonable efforts to make the 365Agents Platform available **99.5%** of the time during a calendar month (the "**Service Level Target**"). "**Uptime Availability**" is calculated as: (Total Minutes in Calendar Month – Total Minutes the Services were Completely Unavailable) ÷ Total Minutes in Calendar Month, expressed as a percentage.

5.2 Excluded events. The following are excluded from Uptime Availability calculations: (a) planned outages for maintenance (provided 365Agents has given Customer prior reasonable notice or such maintenance occurs in a published maintenance window); (b) outages caused by Customer's, Customer's Buyers', or end users' acts or omissions, including misuse, modification of the Services, or malfunction of Customer hardware, networks, or IT assets; (c) Force Majeure Events; (d) outages of the Internet or third-party Providers outside 365Agents' reasonable control; or (e) suspensions permitted under the Agreement.

5.3 Service Credits — new in v1.1. If 365Agents fails to meet the Service Level Target in a calendar month, Customer is entitled to a service credit ("**Service Credit**") against the monthly recurring Fees attributable to the affected Service for that month, calculated as follows:

Monthly Uptime Availability	Service Credit
≥ 99.5%	0% (Service Level Target met)
< 99.5% and ≥ 99.0%	5% of monthly recurring Fees for the affected Service
< 99.0% and ≥ 98.0%	10% of monthly recurring Fees for the affected Service
< 98.0% and ≥ 95.0%	25% of monthly recurring Fees for the affected Service

< 95.0%

50% of monthly recurring Fees for the affected Service (maximum)

5.4 Maximum credit. Total Service Credits in any calendar month will not exceed 50% of the monthly recurring Fees attributable to the affected Service.

5.5 Claim process. To claim a Service Credit, Customer's Technical Contact must submit a written claim to support@365agents.com within thirty (30) days after the end of the calendar month in which the failure occurred, including (a) the dates and times of the unavailability and (b) reasonable detail. 365Agents will validate the claim against its monitoring records and apply approved credits to the next invoice. Service Credits are Customer's sole and exclusive monetary remedy for failure to meet the Service Level Target, except for the chronic-failure termination right in the Agreement.

5.6 Chronic failure termination. If 365Agents fails to meet the Service Level Target for three (3) consecutive calendar months or any four (4) calendar months in a rolling twelve-month period, Customer may terminate the affected Order without penalty by giving written notice within thirty (30) days of the qualifying failure (Section 11.3 of the MSA / Section 7.3 of the Reseller Agreement).

6. SUPPORT REQUESTS AND CUSTOMER OBLIGATIONS

6.1 Submission. Customer may submit Support Requests through any channel in Section 2. Each Support Request must include a description of the reported Error, when Customer first observed it, and (where applicable) reproduction steps. 365Agents will classify each Support Request by tier in accordance with Section 4.

6.2 Technical Contact. Customer shall designate in writing one or more Technical Contacts who will act as the primary liaison(s) with 365Agents.

6.3 Customer cooperation. Customer, through its Technical Contact, shall provide 365Agents with: (a) prompt notice of Errors; (b) sufficient information to reproduce the Error, including outputs, logs, screenshots, and other data (each of which is Customer's Confidential Information under the Agreement); (c) on Customer's request and 365Agents' agreement, remote access to Customer Systems subject to Customer's security and encryption requirements communicated in writing; and (d) other reasonable cooperation 365Agents may request.

7. CONFIDENTIALITY

Customer acknowledges and agrees that information shared by 365Agents pertaining to this Policy, including Support Requests and Resolution details, is 365Agents' Confidential Information as defined in the Agreement.

8. UPDATES TO THIS POLICY

365Agents may update this Policy from time to time and will post the current version at <https://365agents.com/legal/sla>. 365Agents will not materially diminish the protections set forth in this Policy as of a Customer's Effective Date during the then-current Subscription Term.