



SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) applies to Subscriptions purchased pursuant to the [Gearset Master Services Agreement](#) and associated Order Form(s) (“**Agreement**”) under which Customer agrees or has agreed to procure, and Gearset agrees or has agreed to provide, access to and use of Gearset’s SaaS solution. This is version v1202609, which is effective from September 15, 2026.

1. **Definitions**

1.1. Capitalized terms used but not defined in this SLA have the same meanings as set out in the main body of the Agreement.

1.2. For the purposes of this SLA, the following words and phrases shall have the following meanings:

“**Monthly Uptime Percentage**” means the difference of the total number of minutes in a calendar month minus the number of minutes of Unpermitted Downtime in the calendar month, divided by the total number of minutes in the calendar month.

“**Scheduled Maintenance**” means Software unavailability due to maintenance, upgrades, replacement of hardware or software or any other like activity of which Gearset notifies Customer at least five (5) business days in advance via the Software or via email. Gearset will use commercially reasonable efforts to perform Scheduled Maintenance during weekend hours and no more than once per calendar month.

“**Unpermitted Downtime**” means any unavailability of the Software except: (a) during Scheduled Maintenance; or (b) due to causes beyond Gearset’s reasonable control, such as, for example, labour disputes; riots; civil disturbances; acts of God; acts of war or terror; government actions; orders of courts or tribunals; third-party API credential or permission errors or unavailability; Customer equipment; or computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems, malicious code, hacking, or denial of service attacks.

2. **Service level goal**

2.1. Gearset will make the Software available to Customer at least 99% of the time in any calendar month. If availability for the Software is less than 99% for a given calendar month of the Subscription Period then Customer shall be eligible to receive a service credit in the form of an extension of its Subscription for the applicable Software at no additional charge (“**Service Credit**”), as specified below:

Monthly Uptime Percentage	Monthly Unpermitted Downtime (minutes)	Subscription Extension
<99% ≥95%	432-2160	7 days
<95%	>2160	28 days

2.2. To receive a Service Credit, Customer must notify Gearset at legal@gearset.com within 30 days after the end of the month in which Gearset’s applicable failure to meet the SLA occurred, providing documentary evidence of such failure. Customer may view Gearset’s availability at any time on the Gearset Website (at <https://status.gearset.com> or such other url as it may be displayed) from time to time.

2.3. In the event a claim is disputed, Gearset will provide Customer with a report documenting applicable Monthly Uptime Percentage. The aggregate maximum amount of Service Credits to be issued to Customer for a calendar month will not exceed 45 days’ extension of the Subscription for the applicable Software.

2.4. For any partial calendar month during the Subscription Period, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

3. **Support response times**

3.1. Gearset will use reasonable efforts to acknowledge and respond to genuine requests for support received from Customer’s Authorised Users via the in-app chat on gearset.com or by email to support@gearset.com within 4 Working Hours of receipt of any inbound message received on a Working Day. If the message is received on a day that is not a Working Day, it will be acknowledged and responded to within 4 Working Hours on the next Working Day.



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4. Exclusions

- 4.1. This SLA does not apply: (i) during any Evaluation Period; (ii) to the Free Version of the Software; or (iii) to Pilots. Gearset will have no obligations under this SLA during any period in which Customer is in breach of the Agreement, including any payment obligations thereunder.

5. Remedies

- 5.1. Service Credits are Customer's exclusive remedy and Gearset's entire liability for Gearset's failure to meet the SLA.