

PLAYGAIN OY – NOVOGAIN AI

SERVICE LEVEL AGREEMENT (SLA)

Version: 1.0 | **Effective:** 1 June 2025 - **Last updated** : 30 May 2025

This SLA is incorporated into the Terms of Service (ToS) and Data Processing Agreement (DPA). Capitalised terms not defined here have the meanings provided in those documents.

1. Scope

This SLA applies to all **production environments** of the Novogain AI SaaS platform that Playgain Oy (“Playgain”) operates under a valid Order Form.

It does not apply to:

- (i) Beta or preview features
- (ii) Third-party integrations managed by Customer
- (iii) On-premise or private corporate networks
- (iv) Free-tier or trial accounts, unless expressly stated

2. Service Availability Commitment

Metric	Monthly Uptime Percentage (MUP)
Target	99.8% per calendar month

2.1 Measurement

Uptime = (Total minutes in month - minutes of Service Unavailability) ÷ total minutes in month.

Service Unavailability = Full loss of HTTPS availability across all monitored endpoints, confirmed via Playgain's internal monitoring tools.

Monthly uptime status is published at: <https://status.novogain.ai>

2.2 Exclusions

Unavailability does not include downtime caused by:

- a) Scheduled Maintenance (Section 3)
- b) Emergency Maintenance (Section 3.4)
- c) Acts or omissions of the Customer or its users
- d) Force majeure (ToS §15)
- e) General internet connectivity issues
- f) Downtime of Customer-managed integrations or services
- g) A suspension permitted under ToS §11.2

3. Maintenance Windows

Type	Time	Notice	Max Duration
Scheduled	Sat-Sun, 02:00-06:00 EET/EEST	≥ 48h via email & status page	4h/month
Emergency	Any time	As soon as practicable	2h/event

Playgain will use commercially reasonable efforts to minimize maintenance disruptions.

4. Service Credits

If actual MUP falls below 99.8%, Customer may request a **Service Credit**:

Actual MUP	Credit (% of monthly service fees)
≥ 99.0% and < 99.8%	5%
≥ 98.0% and < 99.0%	10%
≥ 95.0% and < 98.0%	15%
< 95.0%	25% (maximum)

Credits:

- Must be requested in writing within 30 days of the affected month
- Apply to the next invoice or will be refunded if none remains
- Are **the sole and exclusive remedy** for availability issues (ToS §5.2)
- Are based on monthly recurring service fees for affected production instance(s)

5. Support & Incident Response

Severity	Description	Initial Response	Max Duration	Target Workaround/Fix
P1 -Critical	Global outage, all users impacted	1h (24/7)	Hourly	Workaround in 4h; fix in 24h
P2 - High	Major feature down, no workaround	2h (business hours)	Every 4h	Workaround in 1 day; fix in 3 days

P3 - Normal	Minor bug, partial loss	1 business day	Every 2 days	Fix in scheduled release
P4 - Low	Cosmetic or enhancement	2 business days	On request	Reviewed for roadmap

- **Business hours:** Mon–Fri, 09:00–17:00 EET/EEST, excluding Finnish public holidays
- **Contact:** support@novogain.ai
- P1 triggers 24/7 on-call escalation

6. Security & Data Protection Events

- **Personal Data Breach:** Playgain will notify the Customer **within 36 hours** of confirming any breach, per DPA §4.
- **Security Reports:** ISO/IEC 27001 reports, SOC 2 Type II attestations, and penetration-test summaries are available **once per contract year under NDA**.

7. Customer Responsibilities

To ensure timely and effective support, Customer agrees to:

- Maintain supported browsers and a stable internet connection
- Provide accurate diagnostic info during support tickets
- Flag P1 incidents using “urgent” in email subject line or hotline

8. Changes to This SLA

Playgain may amend this SLA. If changes materially reduce obligations, we will:

- Provide at least 30 days’ written notice
- Allow the Customer to terminate affected services within that window and receive a **pro-rata refund** of prepaid fees

9. Governing Law

This SLA follows the same governing law and venue as the Terms of Service: **Finnish law**, with disputes subject to the **District Court of Helsinki**.

END OF SLA