

SwiftBite Service Level Agreement (SLA)

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Page 1: Agreement Overview & Definitions

1.1 Purpose & Scope

This Service Level Agreement (SLA) sets forth the specific terms and conditions under which SwiftBite Technologies Inc. will provide its food delivery platform services to the Customer (Merchants, Enterprise Clients, or Logistics Partners). This agreement defines the metrics for service availability, performance standards, support responsiveness, and penalties for non-compliance. The goal of this SLA is to ensure a reliable, high-performance ecosystem that protects the revenue and reputation of all stakeholders.

1.2 Validity & Term

This SLA is valid from the Effective Date and remains in force for the duration of the Master Services Agreement (MSA). It is subject to annual review. Any amendments to the service levels must be agreed upon in writing by authorized signatories of both parties. This document supersedes all prior service level commitments, whether written or oral.

1.3 Definitions

To ensure clarity, the following terms are defined:

- "Service Availability": The percentage of time the SwiftBite Platform (App, Website, and Merchant Portal) is operational and accessible via the internet.
- "Downtime": Any period greater than one minute where the Service is unavailable to the Customer due to issues within SwiftBite's control.
- "Scheduled Maintenance": Planned updates notified at least 48 hours in advance, typically conducted during off-peak hours (02:00 - 05:00 AM local time).
- "Response Time": The time elapsed between the Customer reporting an incident and a SwiftBite engineer acknowledging the ticket.
- "Resolution Time": The time elapsed between the initial report and the restoration of the Service to normal operational levels.
- "Rider": An independent contractor or fleet employee utilizing the SwiftBite Logistics Network.
- "API Call": Any request sent to SwiftBite's servers to retrieve menu data, place orders, or track deliveries.
- "Force Majeure": Events beyond reasonable control, including acts of God, war, internet service provider failures, or government-imposed lockdowns, which exempt SwiftBite from SLA penalties.

1.4 Exclusions

This SLA does not apply to interruptions caused by: (a) The Customer's own internet connectivity or hardware failures; (b) Third-party software integrations not authorized by SwiftBite; (c) Negligence or willful misconduct by the Customer's employees; (d) Emergency maintenance required to address critical security threats (Zero-Day exploits).

Page 2: Service Availability & Uptime Guarantees

2.1 Uptime Commitment

SwiftBite guarantees a 99.95% Monthly Uptime Percentage for its core services, including the Customer Ordering App, Merchant Dashboard, and Logistics Dispatch System. This equates to a maximum allowable downtime of approximately 21 minutes per month. Availability is calculated as: $\text{Availability} = \frac{(\text{Total Minutes in Month} - \text{Downtime Minutes})}{\text{Total Minutes in Month}} \times 100$.

2.2 Maintenance Windows

Regular system maintenance is essential for security and performance.

- Scheduled Maintenance: Will not be counted as Downtime. SwiftBite endeavors to limit scheduled maintenance to a maximum of 4 hours per month.
- Emergency Maintenance: If immediate action is required to prevent a data breach or severe system failure, SwiftBite may perform maintenance without 48-hour notice. In such cases, this time will count towards the Downtime calculation unless the threat originated from the Customer's systems.

2.3 Availability Monitoring

Uptime is monitored 24/7 by independent third-party auditing tools (e.g., Pingdom, Datadog). Reports are generated monthly and made available to Enterprise Customers upon request. In the event of a dispute regarding downtime, the third-party logs shall be considered the single source of truth.

2.4 Redundancy & Failover

SwiftBite employs an Active-Active architecture across multiple Availability Zones (AZs) in the cloud infrastructure (AWS/Azure). If the primary data center fails, traffic is automatically rerouted to a secondary region within 60 seconds. This failover mechanism is tested quarterly. Databases are replicated synchronously to ensure zero data loss (RPO = 0) in the event of a regional outage.

2.5 Mobile App Availability

While SwiftBite ensures the backend servers are reachable, we cannot guarantee the availability of the mobile app on the Apple App Store or Google Play Store, as these platforms are controlled by third parties. However, we commit to resolving any policy violations or technical rejections that cause app removal within 2 business days.

Page 3: System Performance & Latency Standards

3.1 API Performance Limits

High-frequency trading and ordering require low latency. SwiftBite commits to the following API performance standards:

- Order Placement API: 95% of requests processed within < 500 milliseconds.
- Menu Retrieval API: 99% of requests processed within < 300 milliseconds.
- Tracking Status Update: Real-time updates pushed to the webhook within 2 seconds of the event.
- If API latency exceeds 2 seconds for more than 10 consecutive minutes, it constitutes a "Performance Degradation" incident, eligible for service credits at 50% of the Downtime rate.

3.2 App Load Times

To ensure high conversion rates, the consumer-facing application is optimized for speed.

- Cold Start: The app shall load the homepage and render restaurant listings within 3 seconds on a standard 4G connection.
- Checkout Process: The transition from "Cart" to "Payment Success" screen shall not exceed 5 seconds, excluding time taken by the external Payment Gateway.

3.3 Concurrent User Capacity

The platform acts to auto-scale during demand spikes (e.g., Super Bowl, New Year's Eve). The system is architected to handle up to 500% of the average daily traffic volume without degradation. If traffic exceeds this threshold, SwiftBite may implement "Request Throttling" or a "Virtual Queue" to protect core system integrity. Throttling is not considered Downtime.

3.4 Error Rate Thresholds

The acceptable error rate (HTTP 5xx responses) for valid requests is < 0.1% calculated over a 5-minute rolling window. If the error rate exceeds 1% for more than 15 minutes, the system is flagged as "Unstable," triggering a Sev2 incident response.

3.5 Database Performance

Database queries are optimized to ensure no "table locks" last longer than 100ms. Read replicas are utilized for reporting to prevent analytical queries from slowing down transactional order processing.

Page 4: Support & Incident Management

4.1 Incident Severity Levels

Incidents are categorized based on business impact:

- Severity 1 (Critical): Complete service outage. Customers cannot place orders, or Merchants cannot accept them. Major revenue loss.
- Severity 2 (High): Major functionality broken (e.g., Payment Gateway failure, Driver Dispatch down), but workarounds exist.
- Severity 3 (Medium): Minor functionality impaired (e.g., Images not loading, Reporting dashboard slow). No direct revenue impact.
- Severity 4 (Low): Cosmetic errors, typos, or "How-to" questions.

4.2 Response & Resolution Guarantees

SwiftBite commits to the following timelines:

- Sev 1: Response within 15 minutes (24/7). Resolution Target: 2 hours. Updates every 30 minutes.
- Sev 2: Response within 1 hour (24/7). Resolution Target: 6 hours. Updates every 2 hours.
- Sev 3: Response within 4 business hours. Resolution Target: 2 business days.
- Sev 4: Response within 1 business day. Resolution Target: Next scheduled release.

4.3 Support Channels

- Enterprise Priority Line: Dedicated phone support for Key Accounts (available 24/7).
- Merchant Portal Chat: Live chat available 8:00 AM - 2:00 AM local time.
- Email Support: Tickets can be raised via support@swiftbite.com at any time.
- Status Page: A public status page will be updated within 10 minutes of any confirmed Sev1 or Sev2 incident.

4.4 Root Cause Analysis (RCA)

For every Severity 1 incident, SwiftBite will provide a formal Root Cause Analysis (RCA) document within 3 business days of resolution. This document will detail: (1) What went wrong, (2) Why it happened, (3) Timeline of events, and (4) Preventive measures implemented to stop recurrence.

4.5 Escalation Matrix

If an incident breaches the Resolution Target, it is automatically escalated:

- Level 1: Technical Support Engineer
- Level 2 (after 2 hours breach): Duty Manager
- Level 3 (after 4 hours breach): VP of Engineering
- Level 4 (after 8 hours breach): CTO / CEO notification.

Page 5: Logistics & Marketplace SLAs

5.1 Delivery Fulfillment SLA

For logistics-enabled orders, SwiftBite targets a specific delivery window.

- Assignment Time: A rider will be assigned to an order within 5 minutes of the Merchant marking "Food Ready."
- On-Time Delivery: 90% of orders shall be delivered within the estimated time of arrival (ETA) provided at checkout.
- Late Delivery Buffer: A delivery is considered "Late" if it arrives >15 minutes past the upper bound of the ETA.

5.2 Merchant Prep Time Adherence

Merchants agree to adhere to their self-configured "Prep Time."

- Prep Delay: If a Merchant delays the rider >10 minutes past the target Prep Time more than 5 times a week, SwiftBite reserves the right to temporarily throttle the Merchant's visibility radius to reduce order volume.
- Food Quality: Food must be handed over at the correct temperature (Hot > 60°C, Cold < 5°C).

5.3 Order Accuracy

SwiftBite strives for < 1% missing or incorrect items.

- Merchant Fault: If an item is missing due to Merchant error, the Merchant is liable for 100% of the refund cost.
- Rider Fault: If a spill or damage occurs during transit, SwiftBite covers the refund cost.
- Resolution Speed: Customer refunds for missing items must be processed within 1 hour of the complaint.

5.4 Cancellation Policies

- Customer Cancellation: Customers can cancel without penalty within 60 seconds of ordering. Afterward, they are charged a cancellation fee to compensate the restaurant.
- System Auto-Cancel: If no rider is found within 20 minutes, the order is auto-cancelled, and the customer receives a full refund + \$5 promo credit. This event must occur in less than 0.5% of total orders.

Page 6: Security, Data Privacy & Compliance

6.1 Data Protection Standards

SwiftBite is fully compliant with GDPR (Europe), CCPA (California), and PCI-DSS Level 1 (Payments).

- Encryption: All data in transit is encrypted via TLS 1.3. Data at rest is encrypted using AES-256 standards.
- Access Control: Employee access to sensitive data is governed by strict Role-Based Access Control (RBAC) and reviewed quarterly.

6.2 Data Breach Notification

In the event of a confirmed data breach involving Personally Identifiable Information (PII), SwiftBite guarantees notification to the Customer within 72 hours of discovery. This notification will include the nature of the breach, the data affected, and the mitigation steps taken.

6.3 Backup & Recovery

- Frequency: Full database backups are taken daily. Incremental backups occur every 15 minutes.
- Retention: Backups are retained for 30 days in a geographically separate location (off-site storage).
- Recovery Time Objective (RTO): 4 hours.
- Recovery Point Objective (RPO): 15 minutes (maximum potential data loss in a catastrophic disaster).

6.4 Vulnerability Management

SwiftBite conducts automated vulnerability scans weekly and full Penetration Testing (Pen Test) annually by a certified external security firm. Critical vulnerabilities (CVSS score > 9.0) must be patched within 48 hours of discovery. High vulnerabilities (CVSS 7.0-8.9) must be patched within 14 days.

6.5 Audit Rights

Enterprise Customers spending >\$500k/year have the right to request a summary of the latest security audit or SOC 2 Type II report. Physical audits of SwiftBite data centers are not permitted as they are hosted by public cloud providers (AWS/Azure/GCP).

Page 7: Merchant & Partner Onboarding SLAs

7.1 Onboarding Timeline

Speed to market is critical for new partners.

- Menu Digitization: SwiftBite guarantees to digitize and upload a Merchant's menu within 3 business days of receiving the source files.
- Tablet Provisioning: Hardware dispatch occurs within 24 hours of contract signing. Delivery depends on courier speed (typically 2-3 days).
- Activation: A restaurant is made "Live" on the platform within 2 hours of the final verification call.

7.2 Content Update SLAs

- Menu Changes: Requests to change prices or add items submitted via the Support Ticket system are processed within 24 hours. (Real-time updates via the Merchant Portal are instant).
- Photography: Professional photography shoots, if purchased, are scheduled within 5 business days, with edited photos uploaded 5 days post-shoot.

7.3 Financial Settlement SLAs

SwiftBite adheres to strict payout schedules to ensure Merchant cash flow.

- Standard Payout: Processed weekly on Tuesday (T+2 days from Sunday close).
- Daily Payout: Processed every morning for the previous day's sales (subject to a 1% convenience fee).
- Discrepancies: Financial disputes raised by Merchants must be resolved by the Finance Team within 5 business days. If SwiftBite is at fault, immediate wire transfer is initiated.

7.4 Partner API Access

For large chains integrating directly with POS systems (e.g., Toast, Square), SwiftBite provides a Sandbox environment.

- Sandbox Provisioning: Access keys granted within 1 business day.
- Certification: Integration certification review completed within 3 business days of submission.

Page 8: Penalties, Credits & Termination

8.1 Service Credits for Downtime

If SwiftBite fails to meet the Uptime Guarantee (99.95%), the Customer is eligible for Service Credits calculated as a percentage of their Monthly Commission Fees or Subscription Fees.

- 99.5% - 99.94% Uptime: 5% Credit
- 99.0% - 99.49% Uptime: 10% Credit
- 95.0% - 98.99% Uptime: 25% Credit
- Below 95.0% Uptime: 50% Credit

Note: Credits are capped at 50% of the monthly fee. Credits must be claimed via email within 30 days of the incident.

8.2 Credits for Support Breaches

If SwiftBite fails to meet the Resolution Time for a Severity 1 incident (2 hours) twice in a single month, the Customer is entitled to a flat \$500 penalty credit or 2% of monthly fees, whichever is lower.

8.3 Chronic Failure & Termination

The Customer has the right to terminate the agreement for "Cause" without penalty if:

1. Availability drops below 90% for two consecutive months.
2. More than three Severity 1 incidents occur in a single 30-day period.
3. SwiftBite fails to notify the Customer of a confirmed data breach within the 72-hour window.

To exercise this right, the Customer must provide 30 days' written notice.

8.4 Limitation of Liability

Except for cases of Gross Negligence or Data Breach, SwiftBite's total liability for any single incident is limited to the fees paid by the Customer in the 3 months preceding the incident. SwiftBite is not liable for "Consequential Damages" (e.g., lost potential profits, brand damage) resulting from service interruptions.

8.5 Dispute Resolution

Any dispute arising from this SLA shall first be attempted to be resolved through amicable negotiation between Service Managers. If unresolved after 14 days, it escalates to C-Level executives. If still unresolved, it proceeds to binding arbitration in the jurisdiction of SwiftBite's headquarters.