OptimumTechnology

Service Level Agreement – SWIFTPROTECT® Software as a Service
(Effective January 1, 2024)

This Service Level Agreement ("**SLA**") is governed by the terms of the Master Subscription Agreement and the applicable Order Form.

1. **Definitions.** Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

   1.1 "**Available or Availability**" means when Optimum Technology, Inc. (OTECH) or its third-party monitoring services indicate that the Customer can access the OTECH online user interface for the Covered Service.

   1.2 "**Calendar Month**" means the calendar month to which this SLA applies and for which Uptime Percentage is being calculated.

   1.3 "**Covered Service**" for purposes of this SLA specifically means any or all of the following On-demand or Managed Services that Customer has licensed and paid for in an applicable Order Form.

   1.4 "**Downtime**" means the minutes during the Calendar Month when the Covered Service is not available to the Customer, except any Excluded Minutes as outlined below.

   1.5 "**Excluded Minutes**" means the minutes that the Covered Service is not Available caused by one or more of the following:

   A) Acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, or breach of the terms of the Agreement that apply to the Covered Service;

   B) Customer's failure to adhere to OTECH's documented recommendations, including hardware or software configuration necessary to meet minimum system requirements for the Covered Service;

   C) Spikes in demand for system resources for which Customer and OTECH did previously not agree in writing to a process to allow OTECH to make accommodation for such increase in demand unless otherwise agreed to in a Sales Order; or

   D) Software, hardware, or third-party services not provided or controlled by OTECH, or events beyond OTECH's reasonable control, including but not limited to force majeure events, any law, regulation, or order issued by the government, or any agency or department, which, in the reasonable opinion of OTECH, effectively prohibits or restricts OTECH from offering the Covered Service, or imposes significant additional costs on OTECH to provide the Covered Service.

   1.6 "**Maximum Uptime**" means the total minutes in the Calendar Month (e.g. 44,640 minutes in the month of July) minus Maintenance Minutes during the same Calendar Month.

   1.7 "**Maintenance Minutes**" means the number of minutes elapsed during maintenance performed by OTECH that results in the Covered Service not being Available where OTECH has provided the Customer with at least three business days advance notice.

   1.8 "**Minimum Uptime Percentage**" means 99.9%.

1.9 "**Spike**" means a >40% increase in the number of daily activities processed by the Covered Service above the normalized daily activity patterns (i.e., the greater of the average daily activity pattern for the prior 30-day period, excluding any Spikes, or the contracted activity volume).

1.10 "Uptime Percentage" means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

2. **Maintenance and Incident Notification Process.** OTECH sends notices regarding maintenance and other outages to the point of contact named on the Order Form. The Customer can subscribe to receive notices of maintenance and other outages through contacting the OTECH Account Manager assigned to the Customer.

3. **Service Credits.**

   3.1 Uptime Percentage. If during any full calendar month of the term of the Agreement, the Uptime Percentage for a Covered Service is lower than the Minimum Uptime Percentage, and Customer notifies OTECH in writing (through Customer's Account Manager, as applicable, or OTECH Helpdesk) about such Downtime within 30 days of the Downtime, OTECH shall provide Customer with a Service credit for that Covered Service in accordance with the table below in Section 3.2 ("**Service Credit**"). The Service Credit percentage will be calculated against Monthly Fees for the Covered Service and will be paid against future fees. The "**Monthly Fee**" will be calculated based upon the fees for the Covered Service as stated in the applicable Order Form (excluding flow-through costs for third-party services). If, for example, the fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12. OTECH reserves the right to apportion value to Covered Services when the Customer has licensed multiple products under one order to calculate Service Credits.

   3.2 Service Credit Table.

Uptime Percentage	Service Credit %
≥ 99.5% but < 99.9%	0% of Monthly Fees
≥ 95.0% but < 99.5%	5% of Monthly Fees
≥ 90.0% but < 95.0%	10% of Monthly Fees
<90.0%	25% of Monthly Fees

   3.3 Exclusive Remedies/Cumulative Service Credits. Except as provided in section 4 below, any Service Credits provided pursuant to this SLA will constitute OTECH's sole liability and Customer's sole and exclusive remedy for any failure to achieve the Minimum Uptime Percentage. Failure to achieve the Minimum Uptime Percentage for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 25% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

4. **Termination for Chronic Failure.** If OTECH fails to maintain an Uptime Percentage of ≥ 90% for any individual Covered Service for any 3 months in a 6-month period ("Minimum Level of Service"), Customer may terminate

that single affected Covered Service upon 10 days written notice to OTECH from the date there is a failure to meet the Minimum Level of Service.

5. **Support Process.** OTECH will follow a three-step process (Receive-Respond-Resolve) to attend to any reported service issue. As soon as a Service issue is received OTECH will provide an initial response based on the severity of the problem. A fix, if needed, will be provided for resolution of the issue based on the severity of the issue.

6. **Service Schedule.** OTECH will use the following schedule to respond to reported Service issues received from the Customer according to their severity level as shown below:

    6.1 Service Schedule Table.

Issue	Type	Response Time	Resolution Goal
Critical Impact/Service Down: The business critical Service component is inoperable or has failed. This indicates Customer is unable to use the Service resulting in a critical impact on operations	Level 1	within 1 hour	1 Day
Significant impact: A Service component is severely restricted in its use, causing significant business impact. This indicates the Service is usable but is severely limited	Level 2	within 2 hours	2 Days
Moderate impact: A non-critical Service component is malfunctioning, causing moderate business impact. This indicates the Service is usable with less significant features	Level 3	within 24 hours	5 Days
Minimal impact: A non-critical Service component is malfunctioning, causing minimal impact	Level 4	within 24 hours	Next Release Cycle

    6.2 OTECH is to provide the Customer a Service issue ticket number for each Service issue reported and advise the Customer on the timeline to resolve the reported Service issue.

    6.3 OTECH to provide 24/7 hotline number, and email address for Customer's use to report Service issues.

7. OTECH staff are available during Support Hours to respond to Service issues. Hours of support are 8:00 AM to 6:00 PM, Eastern Time, Monday through Friday, excluding Federal holidays. At other times the number will be monitored via an automated system. The Customer will also be provided an emergency contact number to report Level 1 Issues during non-support hours.

8. Any delay in reporting a Level 1 issue by Customer will not count towards unexpected downtime.