SERVICE LEVEL AGREEMENT (UPTIME)

__Last Updated__: April 27, 2023

1. <u>Definitions</u>. Any capitalized terms that are not otherwise defined in this Service Level Agreement (Uptime) ("**SLA**") shall have their meanings set forth in the Order (as defined below), if any. For purposes of this SLA, the below terms shall have the following meanings:

1.1 "**Monthly Uptime**" means the remainder of (i) Total Monthly Time, <u>less</u> (ii) Monthly Downtime.

1.2 "**Monthly Downtime**" means, subject to Section 5 below, the total number of minutes in the applicable calendar month that the Software Product is unavailable to Client and has no external connectivity.

1.3 "**Monthly Uptime Percentage**" means the result of the following calculation, rounded to the nearest hundredth: (Monthly Uptime / Total Monthly Time) x 100.

1.4 "**Order**" means the Work Order entered into between Octolan and Client pursuant to which the Software Product is made available by Octolan to Client, along with any documents incorporated therein by reference, all as amended or restated from time to time.

1.5 "**SLA Credits**" means monetary credits that may be applied to Client's future invoices for the Software Product affected by the Monthly Downtime, subject to this SLA. The SLA Credits are set forth in the below table. They are expressed as a percentage of Octolan's recurring monthly subscription Fees (prorated accordingly and excluding one-time Fees) for the portion of the Software Product directly affected by the Monthly Downtime. The line items in the below table are not cumulative and only the greatest applicable line item shall apply in a calendar month.

Monthly Uptime Percentage	SLA Credits
≥ 99.9%	N/A
99.89% - 99.5%	5.0%
99.49% - 95.0%	10.0%
94.99% - 90.0%	15.0%
< 90.0%	20.0%

1.6 "**Software Product**" means the Octolan SaaS Platform, if such Software Product is made available by Octolan to Client pursuant to the Order. For the avoidance of doubt, this SLA does not apply to the Order unless the Software Product is made available by Octolan to Client pursuant to the Order.

1.7 "**Total Monthly Time**" means the total number of minutes in the applicable calendar month.

2. <u>Uptime SLA</u>. Octolan shall use commercially reasonable efforts to cause the Monthly Uptime Percentage to not fall below 99.9% in any calendar month.

3. <u>SLA Credits</u>. In the event that the Monthly Uptime Percentage falls below 99.9% in a calendar month, Client may be entitled to an SLA Credit, subject to this SLA. An SLA Credit shall only be applied to Client's future invoices for recurring subscription Fees for the Software Product. SLA Credits cannot be applied or transferred to any other software, products, services, charges, expenses or invoices. SLA Credits cannot be exchanged or converted to monetary compensation or a refund. The SLA Credits are Client's sole and exclusive remedy for any failure to meet such Monthly Uptime Percentage and the unavailability of the Software Product.

4. <u>Service Credit Request</u>. Client must request all SLA Credits by providing written notice to Octolan in accordance with the notice provisions of the Order. Each such written notice must contain, at a minimum, the following: (i) date and time of the alleged Monthly Downtime incident, (ii) the affected portion of the Software Product, and (iii) copies of all request logs or other documentation that confirm such Monthly Downtime. Client shall also provide any other information reasonably requested by Octolan in its verification process. If Octolan determines that the Monthly Uptime Percentage fell below 99.9% in a calendar month, Client shall receive the applicable SLA Credit on Client's next invoice for recurring subscription Fees for the Software Product after such determination is made. Client's failure to properly notify Octolan of Monthly Downtime within thirty (30) days of the end of the applicable calendar month shall waive Client's right to pursue SLA Credits for such Monthly Downtime. For the avoidance of doubt, in no event shall Monthly Downtime relieve Client of its payment obligations for the Software Product.

5. <u>Exclusions</u>. Monthly Downtime shall not include any unavailability, suspension, outage, delay or other performance issues arising from (i) Client's or a third party's hardware, software, products, network, operating systems, acts or omissions, (ii) suspension or termination of Client's right to access and use the Software Product in accordance with the terms of the Order, (iii) maintenance, (iv) Client's failure to comply with the Order or any matters that are Client's or a third party's responsibility pursuant to the Order, and/or (v) acts beyond the reasonable control of Octolan including, but not limited to, force majeure events described in the Order.

6. <u>SLA Updates</u>. Notwithstanding the terms of the Order, Octolan reserves the right to update or replace this SLA from time to time without Client's approval. For the most current version of this SLA, please visit https://octolan-tech.com/legal_docs or submit a request to Octolan to obtain a copy in another reasonable form. The most current version of this SLA is incorporated into the Order by reference and deemed a part thereof.