

# Service Level Agreement

This Service Level Agreement applies to Escher Innovations, LLC (“Escher”) customers with active enterprise level subscriptions to Escher’s Services (each, a “Client”). For its Clients, Escher will provide the following service levels for the Services as set forth below.

1. Service Availability. Escher will use commercially reasonable efforts to make the Services available at least 97.5% of the time in a Reporting Period (“Service Availability Commitment”), excluding for Maintenance Time and Excluded Time.
  - a. “Maintenance Time” means the time (in minutes) for (i) maintenance periods scheduled with advance notice to the Client to perform system maintenance, backup, and system updates and upgrades for the Services and (ii) emergency unscheduled maintenance. Emergency maintenance will be undertaken when, in Escher’s sole reasonable discretion, it is deemed necessary to prevent prolonged loss of Service Availability, harm to Escher’s systems, or other material adverse consequences. Escher will endeavor to provide advance notice of such maintenance to Client when practicable, depending on the circumstances.
  - b. “Excluded Time” means any time (in minutes) the Services are unavailable to Client due to: (i) any event or circumstance beyond the reasonable control of Escher, including natural catastrophes, governmental acts, war, terrorism, labor strikes or difficulties, interruptions or failure of the Internet, failures of third-party network connections, or service outages of third-party service providers; (ii) Client’s programming of or modifications to its APIs in a manner that affects its ability to interact or communicate with the Services; (iii) equipment, software, or other technology of Client or a third party that are not within the primary control of Escher; (iv) Client’s use or attempted use of the Services in a manner not approved or authorized by Escher, and/or (v) interruptions caused by the negligence, error, or omissions of Client.
  - c. “Reporting Period” means a calendar month.
  - d. “Unscheduled Downtime” means total time in minutes of any unavailability of the Services that occurs other than due to Maintenance Time or Excluded Time.

- e. "Services" has the meaning described in the Underlying Agreement.
- f. "Service Availability" will be calculated for each Reporting Period as follows, expressed as a percentage:

$$\frac{(\text{Total minutes in Reporting Period} - \text{Maintenance Time} - \text{Excluded Time} - \text{Unscheduled Downtime})}{(\text{Total minutes in Reporting Period} - \text{Maintenance Time} - \text{Excluded Time})} \times 100$$

- g. "Underlying Agreement" means the agreement between Escher and Client pursuant to which Escher provides the Services, which may be the Escher Terms of Service, or the Master Services Agreement between Escher and Client, as applicable.
2. Defined Terms. Capitalized terms will have the meanings provided in this Section 2 or as otherwise defined in this Service Level Agreement:
  3. Service Credits for Service Availability. If Escher does not meet the Service Availability commitment in a Reporting Period, Client will be eligible to receive a service credit equal to:

SERVICE AVAILABILITY	CREDITS
< 95.5% - 97.5%	5% of the applicable Fees paid by Client for the Reporting Period
Less than 95.5%	10% of the applicable Fees paid by Client for the Reporting Period

4. Request for Service Credit. Client must make a request for a credit within ten business days after the end of the relevant Reporting Period. All credit requests will be verified against Escher system records. The service credits will then be applied to reduce, on a dollar for dollar basis, the amount payable by Client for the following Reporting Period.
5. Termination. Client may terminate the Underlying Agreement upon fifteen days' written notice to Escher if the Service Availability falls below 95.5% in each of three consecutive Reporting Periods or four or more Reporting Periods in a six-

month consecutive period. Client must exercise the termination right within 5 business days of the end of such three-month or six- month period, as applicable. If Client exercises its right to terminate pursuant to this Section 5, Client will not be entitled to any service credits.

6. Sole Remedy. This Service Level Agreement sets forth Client's sole and exclusive remedy for Escher's failure to meet the Service Availability Commitment.
7. No Other Modification. Except as expressly provided herein, the Underlying Agreement remains unmodified in all respects and in full force and effect. This Service Level Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law rules or principles (whether of Illinois or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any disputes arising out of this Service Level Agreement shall be resolved in accordance with the terms of the Underlying Agreement. Escher may amend this Service Level Agreement from time to time in its sole discretion.