

CLEARED4 INC. SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the Cloud Services Subscription Agreement between Customer and CLEARED4 Inc. (“Agreement”). If this document is translated into any other languages, the English version shall be authoritative. CLEARED4 encourages Customer to review the online SLA periodically.

1. Introduction

This SLA describes the levels of Cloud Service availability and support that Customer can expect to receive from CLEARED4 for the duration of the Agreement.

2. Definitions

As used in this SLA, the following terms have the meanings specified below. Any capitalized terms not defined herein shall have the meaning attributed to them in the Agreement.

Business Day	6 am EST to 6 pm ET, local time for the contracting CLEARED4 entity, not including Saturday, Sunday or a public holiday.
Degraded Performance	A lower quality of service as described in this SLA (e.g., temporarily broken or temporarily unavailable functionality).
Downtime	The period during which the Cloud Service is wholly unavailable to Customer, including maintenance occurring outside of Maintenance Hours for which less than 24 hours’ notice was provided to affected Customers. However, Downtime does not include: <ul style="list-style-type: none">• Scheduled Maintenance; Degraded Performance;• Factors outside of CLEARED4’s control, including any Force Majeure Events;• Failures of the internet;• Acts or omissions of Customer and its Users; or• Enforcement of state or government Regulations.
Maintenance Hours	Monday to Friday from 00:00 – 04:00 ET, all day Saturday, and Sunday from 13:00 – 04:00 ET.
Resolution Time	The time that elapses from the Response Time until the alert is resolved.
Response Time	Measures the time that elapses between the receiving of an alert and the time of commencing work on the issue.
Scheduled Maintenance	Planned outages, either suspending service in full or in part, which CLEARED4 will endeavor to announce at least 5 days in advance and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period for the maintenance required and which, where possible, shall take place during

Maintenance Hours.

SLA Effective Date	The Effective Date stated in the Agreement.
Ticket	An electronic request sent to CLEARED4 by Customer (e.g. requesting a solution to an incident).
Uptime	As calculated in accordance with this SLA.

3. Scope of the Service Level Agreement

This SLA applies only to the Cloud Service and Professional Services described in the Agreement. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by CLEARED4.

CLEARED4 will rectify material issues with the Cloud Service, except where:

- The issue has been caused by Customer's use of the Cloud Service in a manner that is contrary to CLEARED4 Training, Knowledge Base, or any other instruction issued by CLEARED4;
- Customer has made unauthorized changes to the configuration or set-up of the affected Cloud Service;
- Customer has prevented CLEARED4 from performing maintenance on the Cloud Service;
- The issue has been caused by Third Party Services; or
- The issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

4. SLA Effective Date and Term

This SLA will be effective from the Agreement's Effective Date and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the Agreement.

5. Responsibilities

CLEARED4 responsibilities:

- Ensure the relevant Cloud Service and Professional Services are available to Customer in accordance with the Uptime guarantee;
- Respond to support requests within the timescales listed below;
- Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- Maintain clear and timely communication with Customer at all times.

Customer responsibilities:

- Use the Cloud Service as intended under the Agreement;

- Notify CLEARED4 of issues or problems in a timely manner and as thoroughly as is possible;
- Cooperate with CLEARED4 in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
- In case of an A-Priority Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with CLEARED4;
- Provide CLEARED4 with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
- Maintain staff with adequate information technology knowledge to fulfil these responsibilities.

6. Availability

CLEARED4 guarantees 99.9% Uptime each month 24 hours a day 7 days a week ("Agreed Hours of Service"). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

$$\text{Uptime \%} = \frac{\text{Agreed Hours of Service} - \text{hours of Downtime}}{\text{Agreed Hours of Service}} * 100\%$$

7. Service Credits

Should Uptime fall below 99.9% in any month, CLEARED4 will pay liquidated damages in the form of a monthly Service Credit, which is calculated as follows:

Monthly Uptime Percentage	Percentage of monthly bill which does not meet SLO that will be credited to future monthly bills
99.0%–< 99.9%	10%
95%–< 99.0%	25%
<95%	50%

(a) **Credit.** CLEARED4 will provide the Cloud Services under the applicable service level agreement ("SLA"). If CLEARED4 fails to provide the applicable Cloud Service under the applicable SLA (an "Incident"), during any calendar month, Customer may have an aggregate credit of five percent (5%) of the pro-rata subscription fees for the applicable Cloud Service for the month during which the Incident(s) occurred (the "Credit"). To receive the Credit, Customer must provide a written request to CLEARED4 explaining the Incident. The written request must: (i) be received by CLEARED4 no later than twenty (20) days following the end of the calendar month in which the Incident occurred, and (ii) be submitted to the CLEARED4 Account Manager assigned to the Customer. All calculations and applicable Credits are based on CLEARED4's records and data.

(b) **Credit Payment and Eligibility.** CLEARED4 will apply Credits against Customer's current or future invoices, and the Credits will be generated within ninety (90) days of receipt of the verified claim from Customer. If there are no current invoices and no future invoices are reasonably anticipated, the Credit will be issued as a refund. Except as otherwise agreed, Credits will not entitle Customer to any setoff, refund, or other payment from CLEARED4. A Credit will be applicable and issued only if: (i) Customer does not owe CLEARED4 any past due amounts, and (ii) Customer complies with this Agreement. Credits may not be transferred or applied to any other account. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY UNAVAILABILITY, NON-PERFORMANCE, OR OTHER FAILURE BY CLEARED4 TO PROVIDE THE CLOUD SERVICE IS THE RECEIPT OF A CREDIT (IF ELIGIBLE) PER THE TERMS OF THIS SECTION.

8. Response Time and Resolution Time

In the event of an alert, CLEARED4 is deemed to have responded when it has replied to Customer's initial request. This may be in the form of an email or telephone call, to acknowledge receipt of Customer's request, provide a solution, or request further information.

The Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the alert, as set out in the following schedules:

Alert Type	Issue severity	Response Time	Resolution Time
A-Priority Alert	Highly critical alert. Cloud Service is not available for use or a significant proportion of the contracted functionalities are not available.	Within 1 hour	Within 4 hours, inclusive of the A-Priority Alert Response Time.
B-Priority Alert	Critical alert. One or more elements of the Cloud Service critical to the functioning of Customer's business have ceased to respond completely or respond extremely slowly.	Within 24 hours	Within 24 hours, exclusive of the B-Priority Alert Response Time.
C-Priority Alert	Non-critical alert. One or more elements of the Cloud Service have ceased to respond completely or respond slowly and a workaround is available.	Within 48 hours	Within 48 hours, exclusive of the C-Priority Alert Response Time.
D-Priority Alert	Notification of minor issue that does not prohibit Customer from utilizing Cloud Service in any material way.	Within 48 hours	Best effort.

For **Pro Package** Customers, the following Response Times and Resolution Times apply:

Alert Type	Issue severity	Response Time	Resolution Time
A-Priority Alert	Highly critical alert. Cloud Service is not available for use or a significant proportion of the contracted functionalities are not available.	Within 4 hours	Within 8 hours, inclusive of the A-Priority Alert Response Time.
B-Priority Alert	Critical alert. One or more elements of the Cloud Service critical to the functioning of Customer's business have ceased to respond completely or respond extremely slowly.	Within 24 hours	Within 24 hours, exclusive of the B-Priority Alert Response Time.
C-Priority Alert	Non-critical alert. One or more elements of the Cloud Service have ceased to respond completely or respond slowly and a workaround is available.	Within 48 hours	Within 48 hours, exclusive of the C-Priority Alert Response Time.
D-Priority Alert	Notification of minor issue that does not prohibit Customer from utilizing Cloud Service in any material way.	Within 48 hours	Best effort.

9. Release Policy

CLEARED4 releases the Cloud Service via Continuous Integration and Continuous Delivery. This means that whenever a new feature or release of CLEARED4 is ready, it can be deployed to the Cloud Service in clusters at any moment. The main application is typically released once a day. All perimeter applications are deployed to Cloud Service continuously when a build is succeeded on the continuous integration servers.

Urgent bug fixes that impact availability and critical features are applied immediately on Cloud Service servers in accordance with the Resolution Time schedule.

10. Software Improvements

CLEARED4 will make available to Customer new versions, releases, and updates to the Cloud Service to solve defects and/or errors, keep the Cloud Service up-to-date with market developments, or otherwise improve (the operation or functionality of) the Cloud Service. These improvements may include bug fixes. CLEARED4 will only support the most recent version of the Cloud Service.

New versions, releases, or updates will contain at least the level of functionality as set out in this SLA and as contained in the version or release of the Cloud Service previously used by Customer, and will not otherwise negatively impact Customer's use of the Cloud Service. CLEARED4 shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its User(s) is limited.

11. Updates to the SLA

This SLA may be updated at CLEARED4's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a User designated as an administrator of Customer's Cloud Service account either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the log in screen, or (b) by email with read receipt to the email address provided for the administrator(s) for Customer's account. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Agreement. Continued use of the Cloud Service following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When CLEARED4 changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.