

graphiteConnect Technical Support, Maintenance, and Service Level Policy

This graphiteConnect Technical Support, Maintenance, and Service Level Policy (the “**Policy**”) sets forth our obligations with respect to support, maintenance, and service levels for the graphiteConnect platform (the “**Platform**”) provided by us to you in accordance with the licensing agreement you have entered into with us under which you acquire the right to use the Platform.

1. Support Contact Information.

Email: support@graphiteconnect.com

Phone: (385) 484-8741

2. Technical Support.

- a. Telephone and Email Support. We will provide (i) a support email address staffed during US business hours (Monday through Friday) and (ii) a telephone line staffed between 8:00 am Mountain Standard Time (“**MST**”) and 6:00 pm MST (Monday through Friday) for you to contact us with questions about the Platform, to report issues or errors with the Platform, or to otherwise request support or assistance with respect to the Platform.
- b. Issue Correction. We will use commercially reasonable efforts to answer questions and correct any issues (or provide suitable temporary solutions or workarounds for problems) in our initial support contact with you. If further action is necessary, we will respond and correct issues in accordance with the target response times set forth in the chart below. We will determine the severity of an issue in our sole discretion.

Severity Level	Target Acknowledgement	Escalation	Target Resolution Time
Critical	1 hour	Every 4 hours	4 hours
High	1 hour	Every 8 hours	4 hours
Medium	24 hours	n/a	Per case
Low	24 hours	n/a	Per case

The terms used in the table above have the following meanings:

- i. A “**Critical**” severity issue means there is an immediate risk to major asset integrity or to the Platform and associated systems.
- ii. A “**High**” severity issue means there is an immediate risk to business continuity or to the Platform and associated systems.
- iii. A “**Medium**” severity issue means an impending risk on your ability to complete in-Platform tasks.
- iv. A “**Low**” severity issue means the issue poses no immediate or discernible impact to business operations.
- v. “**Acknowledgment**” means an acknowledgment via email or telephone as to the receipt of the issue as reported and a confirmation of the issue severity. We will begin the process of problem determination and resolution at this point.
- vi. “**Escalation**” means notifying and ensuring the involvement of our development and executive team in issue determination and resolution.
- vii. “**Resolution**” consists of providing, as appropriate, one of the following: an existing correction, a new correction, or a viable detour or workaround.

3. **Maintenance.**

- a. **Scheduled Downtime.** You agree that from time to time the Platform may be inaccessible due to periodic maintenance procedures or repairs that we may undertake ("**Scheduled Downtime**"). We will notify you in advance of Scheduled Downtime. Scheduled Downtime will be no more than one (1) hour monthly and will, to the extent reasonably practicable, occur during off-peak periods of Platform usage, which typically will be during the weekend hours between 9:00 pm MST Friday and 3:00 am MST Sunday.
- b. **Emergency Maintenance.** You acknowledge and agree that the Platform may be inaccessible from time to time for us to provide emergency maintenance ("**Emergency Maintenance**"). We will provide as much advance notice of Emergency Maintenance as is commercially practicable.

4. **Service Level Agreement.**

- a. **Uptime Commitment.** The Platform will have at least 99.99% uptime, as measured monthly, subject to the Exclusions set forth below (the "**Uptime SLA**").
- b. **Service Level Credits.** **This section applies only if and to the extent you have paid fees or charges to us for your use of the Platform.** In the event the Platform does not meet the Uptime SLA set forth above in any given calendar month, you are eligible to request, as your sole and exclusive remedy, a service level credit ("**Credit**") in accordance with this Section. As used below, "Uptime Percentage" means the actual availability of the Platform during the applicable calendar month, subject to the Exclusions set forth below.

Uptime Percentage	Credit
99.99% - 100%	No credit
99.0% - 99.99%	10%
95% - 98.99%	25%
Below 95%	50%

- i. **Eligibility.** To be eligible to receive a credit, you must file a claim for each credit by emailing us at support@graphiteconnect.com (each, a "**Claim**") within five (5) calendar days following the end of the calendar month in which the Uptime SLA was not met. The Claim must indicate the dates and times the Platform was unavailable and include related logs documenting the unavailability. You are not eligible to receive any Credits if your payment obligations are past due or in default or if you are otherwise in breach of any material obligations to us.
- ii. **Calculation of Credit.** We will process your Claim and reserve the right to deny a Credit if we determine in our sole discretion that your Uptime Percentage met or exceeded the Uptime SLA in the applicable calendar month for which you submitted the Claim. We will calculate your Uptime Percentage in accordance with this Policy and using our system logs and other records. If we deem a Credit is appropriate, the Credit will be calculated as a percentage of the total fees and charges paid by you to us for the Platform in the calendar month in which the Uptime SLA was not met corresponding to the Uptime Percentage specified in the table above, up to a maximum credit per calendar month equal to 50% of the total fees paid by you in the aggregate for all Claims.
- iii. **Payment of Credits.** In the event we determine you are eligible for a Credit in accordance with this Section 4.b, such Credit(s) will be paid to you by way of a credit towards your next payment to be made to us. If any Credits are unutilized upon expiration or termination of your subscription period, then we will apply Credits to any other fees or expenses payable by you to us. Credits cannot be exchanged for, or converted to, monetary compensation.
- iv. **Termination.** In the event that the Platform fails to meet the Uptime SLA in any two (2) calendar months in a rolling three (3) month period or any three (3) month in a rolling six (6) month period, you may terminate your access to the Platform on notice to us at support@graphiteconnect.com and we will provide you a pro-rata refund of any prepaid fees for the terminated portion of your subscription period. The foregoing termination right is your sole and exclusive remedy for any failure by us related to the Uptime Commitment.

- v. *Limited Remedy*. The rights specified in this Section 4.b is your sole and exclusive remedies for any failure by us related to the Uptime SLA.
- 5. Exclusions. We are not responsible for (a) failure to correct an issue or (b) failure to meet the Uptime Commitment, in each case to the extent that such failure is due to:
 - a. Scheduled Downtime or Emergency Maintenance;
 - b. your non-compliance with any documentation or specifications that we provide or make available to you in connection with your use of the Platform;
 - c. any unauthorized modification, operation, or use of the Platform by you or any third party;
 - d. our inability to replicate a reported issue with the Platform;
 - e. a malfunction or failure of hardware, software, services, or other equipment or materials provided by you or any third party in connection with your use of the Platform; or
 - f. a force majeure event.

In any of these events, we may provide assistance as you reasonably request at our the-current hourly rates for support.