

Service Level Addendum

This Service Level Addendum (“SLA”) is a contract document in connection with the Agreement between Customer and TokenEx and outlines TokenEx’s commitments in the production environment for Availability of Services and issue response and escalation. It also sets forth potential credits available to Customer if TokenEx fails to meet its Availability commitment. Such potential credits are TokenEx’s only obligation and Customer’s only remedy for TokenEx’s failure to meet the Availability metric. Capitalized terms not defined herein will have the same meaning as in another applicable contract document between Customer and TokenEx.

1. Availability

A. Availability Metric.

“**Availability**” means the time in which the Customer is able to connect to and transfer data with the Platform on a monthly basis, excluding Scheduled Maintenance and uptime availability of any third-party solutions included in Services.

“**Availability Metric**” means, for Availability of the TokenEx Platform, 99.99%.

TokenEx proactively monitors infrastructure availability. The results of TokenEx monitoring are the exclusive determination of Availability. No more than once a calendar month and upon request via the Customer Portal, TokenEx will provide Customer with the Availability percentage for the preceding calendar month.

B. Exclusions. Downtime resulting from the following are excluded from the Availability Metric:

- i. Routing anomalies, asymmetries, inconsistencies, failures of the Internet and other causes outside of TokenEx’s control;
- ii. Scheduled Maintenance events as defined in Section C below;
- iii. Emergency Maintenance events as defined in Section C below;
- iv. Third-party solutions included in Services;
- v. Customer requested or instructed actions, whether performed by the Customer, TokenEx, or a third party, that impacts Availability;
- vi. Failure of systems, services, equipment or software not provided by TokenEx;
- vii. Action or failure to act of Customer, Customer’s personnel, or any Authorized User;
- viii. Customer’s use of a Beta services option and
- ix. Incorrect information provided by Customer or entered by Customer in the Customer Portal.

C. Maintenance Exception Definitions

- i. “**Scheduled Maintenance**” means a period for which the Services are scheduled to be unavailable for preventative maintenance, install upgrades or perform similar work. TokenEx shall provide at least seven



(7) calendar days’ advance notice of any Scheduled Maintenance.

- ii. **“Emergency Maintenance”** means a period for which Services are unavailable due to exigent circumstances, as opposed to Scheduled Maintenance. TokenEx shall provide notice as soon as is reasonably practicable but no later than forty-eight (48) hours after the Emergency Maintenance is completed.

D. Availability Credits.

Except for exclusions from the Availability Metric, if the Availability Metric is not met to the extent set forth below, upon Customer’s request through the Customer Portal and verification of the credit by TokenEx, TokenEx shall apply the applicable corresponding credit solely to Customer’s next following invoice or obligation. The applied credit is Customer’s sole remedy for not meeting the Availability Metric in the preceding month. Credits do not aggregate or rollover from month to month and the total cumulative credits requested by Customer for any one month shall not exceed the Fees owed by Customer for affected Platform Services that month. The amount of a credit will be calculated as the applicable percentage of Platform Services fees for the month in which the Availability Metric is not met and applies only to the impacted Platform Services component(s). Credit for any single failure shall not exceed fifty percent (50.0%) of the monthly Platform Service fees for the impacted component(s) of the Platform Services and Customer is not entitled to multiple credits for the same or contemporaneous Availability Metric failure.

Length of Downtime During the Service Month	Percent Monthly Credit
> 5 minutes - 45 minutes	10.0%
> 45minutes - 7 hours	25.0%
> 7 hours	50.0%

All credit requests shall be communicated *solely* via a ticket in the Customer Portal within seven (7) calendar days of the incident giving rise to the credit. The request ticket must express the desire to claim an Availability Metric credit and state that Customer was affected by the downtime. After submission of the ticket requesting a credit, Customer has thirty (30) days to deliver any relevant information that TokenEx requests. The ticket submitted by Customer detailing the impact of the downtime should include any relevant information including, but not limited to, the impacted server(s); the date, time and full description of the incident and any logs (if applicable).

2. Issue Response and Escalation



TokenEx customer support services are available twenty-four (24) hours a day, seven (7) days a week via the Customer Portal and a toll-free telephone number. Support issues that involve third-party solutions included in Services are subject to the service level agreement and availability of support offered by the third party. Support provided by the third-party may be available on a basis different than TokenEx customer support services. Support issues shall be reported to TokenEx by submission of a ticket via the Customer Portal or the toll-free telephone number located online in the Customer Portal. The table below sets forth criteria for the Severity Levels and obligations regarding response and escalation by TokenEx.

<u>Severity Level Condition</u>	<u>Response Interval and Escalation</u>
Severity 1: Production System Down - Causes major functionality of the program/Service to be inoperative	Respond to Customer within 15 minutes after notification by telephone. Resources engaged within 30 minutes after response to Customer and escalate as necessary, up to and including the TokenEx Chief Technology Officer.
Severity 2: Critical - Prevents major functions, processes or specified activities of the program/Service from being performed but is not a production-down situation.	Respond to Customer within 15 minutes after notification by telephone. Resources engaged within 30 minutes after response to Customer and escalate as necessary, up to and including the TokenEx Chief Technology Officer
Severity 3: Non-Critical - The program/Service is usable with limited functions. Error condition is not critical to continuing operation.	Respond to Customer within 6 hours after notification to TokenEx either by portal ticket or telephone
Severity 4: Minor - Program/Service problems that do not impact normal program functions and that are minor or cosmetic in nature.	Respond to Customer within 6 hours after notification to TokenEx either by portal ticket or telephone

