

Service Level Agreement

1. Definitions

In this Schedule:

“Service Availability” means the NimonikApp uptime, and is measured by subtracting from the total minutes in a given month, the total minutes of Service Interruption in such month, divided by the total minutes in such month and then multiplied by 100;

“Service Credit” means a credit in the currency of the Agreement, calculated as set forth in this Schedule; and

“Service Interruption” means, except for scheduled system maintenance and upgrades, the period of time that NimonikApp is either (a) not available for log-in or (b) substantially not functioning.

By way of example: If in a given 30-day month there are 60 minutes of Service Interruption, then the Service Availability for such month would be calculated as follows:

$$= (43,200 \text{ being the total minutes in a 30-day month} - 60 \text{ minutes of Service Interruption}) / 43,200$$

$$= 43,140 / 43,200$$

$$= 0.999$$

Service Availability for the month would be 99.9%

2. Service Commitment

2.1. Subject to clause 4 of this Schedule, Nimonik shall use all commercially reasonable efforts to ensure that NimonikApp will be available to the Customer and its Authorized Users at least 99.5% of the time in any calendar month (the **“Service Commitment”**).

2.2. In the event Nimonik does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit as described below.

3. Service Credits

3.1. The applicable Service Credit for a given calendar month is determined by the Service Availability for that month, as shown in the table below, and calculated based on the 1/12 of the annual Subscription Fees paid by the Customer. Only the highest applicable Service Credit will apply.

Service Availability	Service Credit Percentage
Less than 99.5%	1%
Less than 95%	5%
Less than 90%	20%

- 3.2. To receive Service Credits, the Customer shall, within one calendar month after which the incident occurred, notify Nimonik and include in the notice the details of the incident with respect to which the Service Credits are claimed.
- 3.3. If the Service Availability of such credit request is confirmed by Nimonik and is less than the Service Commitment, then Nimonik will issue the Service Credits to the Customer by refunding the respective amount within one calendar month after the receipt of the Customer's notice.
- 3.4. The Customer's failure to provide the credit request and other information as required above will disqualify the Customer from receiving Service Credits.

4. Exclusions

- 4.1. The Service Commitment does not apply to any unavailability, suspension or termination of NimonikApp, or any other NimonikApp performance issues: (i) caused by factors outlined in clause 14.5 of Nimonik's standard contract; (ii) that result from the Customer's or its Authorized Users' equipment, software or other technology; or (iii) scheduled system maintenance and upgrades.
- 4.2. Where reasonably possible, Nimonik shall provide at least 24 hours advance notice on scheduled maintenance and upgrades, which, to the extent possible, shall only occur between 10:00 p.m. and 6:00 a.m Eastern Standard Time, any day of the week.

5. Technical Support Response Times

- 5.1. All Support requests shall be sent to: Support@nimonik.com or call 1 888 608 7511 (Head Office). Support tickets will be automatically created and escalated based on ticket open and closed times and severity.
- 5.1.1. Severity 1 - System Down. The Hosted Service is experiencing an unplanned interruption or reduction in quality of Services or a critical interface has failed. Response and communication time: within 15 minutes. Resolution Time: 2 hours
- 5.1.2. Severity 2 - Restricted Operation. The majority of the Hosted Service is not usable or otherwise inoperable. Response and communication: within 3 hours. Resolution Time: 5 hours
- 5.1.3. Severity 3 - Material Impact. A minority of the Hosted Service is not usable. Significant features are not be available or not working in accordance with the terms of this Contract. Response and communication: within 3 hours. Resolution Time: 5 hours

- 5.1.4. Severity 4 - Minimal Impact. An immaterial or non-critical feature of the Hosted Service is not working, malfunctioning or causing errors. Response and communication: within 5 business days. Resolution Time: 1 month

6. **Support Hours**

- 6.1. We have two support teams: Americas and Asia. We offer support Monday through Friday during the following business hours.
 - 6.1.1. America: 7 am to 5 pm MST
 - 6.1.2. Asia: 8 am to 5 pm CST