



SERVICE LEVEL AGREEMENT

This document communicates IDVerifact's Service Level Agreement ("SLA") with its Customers for the production instance of the SaaS Service. Except as otherwise modified or defined herein, capitalized terms shall have the same meaning as in the Software as a Service Agreement ("SaaS Agreement").

1. Standard Terms.

- a. During each calendar month of the Term, IDVerifact warrants at least 99.9% System Availability.
- b. System Availability is calculated per calendar month by:
 - i. Dividing (x) the total minutes during which the user interface of the SaaS Service in a Customer production instance are available in the month *minus* the total minutes of scheduled maintenance in the month, by (y) the total minutes in the month *minus* the total minutes of scheduled maintenance in the month; and
 - ii. Multiplying such result by 100.

For purposes of calculating System Availability, only SaaS Service unavailability exceeding 30 seconds will apply.

- c. IDVerifact reserves the right to take the SaaS Service offline for scheduled maintenance for which Customer has been provided reasonable notice and IDVerifact reserves the right to change its maintenance window upon prior notice to Customer.
- ### 2. Exclusions.
- Customer shall not have any remedies under this SLA to the extent any SLA Claim is due to unavailability of the SaaS Service resulting from (a) a Force Majeure Event, (b) issues associated with the Customer's computing devices, local area networks, or internet service provider connections, (c) use of the SaaS Service outside the scope described in the SaaS Agreement, (d) inability to deliver the SaaS Service due to acts or omissions of Customer or any User, or (e) unavailability of any Solution Providers' supporting functionality.
- ### 3. SLA Claims.
- Customer must notify IDVerifact customer service via support ticket within five (5) Business Days from the occurrence of the SLA incident and provide the details of the incident (an "SLA Claim"). IDVerifact will use log files, database records, audit logs and any other information available to validate an SLA Claim and make a good faith judgment on the applicability of this SLA to such SLA Claim. In the event an SLA Claim is denied, IDVerifact shall make the information used to validate such SLA Claim available for auditing by Customer at Customer's request.
- ### 4. Service Credits.
- If System Availability is less than 99.9% in an individual month and if Customer has fulfilled all of its obligations under the SaaS Agreement, then upon Customer submitting, and IDVerifact validating, an SLA Claim, IDVerifact will issue a Service Credit in Customer's next invoice, calculated in accordance with the below chart. "Service Credit" represents a percentage of the monthly fee associated with the affected SaaS Service. In any given calendar month, Customer shall not be entitled to receive a Service Credit that exceeds 50% of its monthly fee for the affected SaaS Service.

<u>% System Availability</u>	<u>Service Credit</u>
< 99.9%	10%
< 99.0%	20%
< 98.0%	30%
< 97.0%	40%
< 96.0%	50%

5. Alternative Remedies.

- a. At Customer's election through written request, in lieu of the foregoing Service Credit, IDVerifact shall provide a credit to Customer in the equivalent dollar amount as the Service Credit to be used for additional Identity Cubes, a Term extension, or future SaaS Service renewals.
- b. If IDVerifact fails to meet its obligations under the terms of this SLA for (i) three (3) consecutive months or (ii) five (5) months during a calendar year period, then Customer may, in its sole discretion, terminate the SaaS Agreement without penalty and IDVerifact shall immediately refund to Customer a pro-rata portion of any prepaid fees paid by Customer to IDVerifact that cover the remainder of the Term after the effective date of termination. If Customer desires to terminate the SaaS Agreement pursuant to this provision, Customer must provide written notice to IDVerifact pursuant to the SaaS Agreement of such election within ten (10) calendar days of the last day of the three (3) consecutive month period in section (i) of the preceding sentence or the fifth (5th) month in section (ii) of the preceding sentence.
- c. The remedies stated in this SLA are Customer's sole remedies and IDVerifact's exclusive liability for interruption of SaaS Service and IDVerifact's failure to meet System Availability.

- ### 6. Miscellaneous.
- Customer may inquire at any time as to IDVerifact's compliance with the provisions of this SLA by way of accessing IDVerifact's general status website, located currently at <https://status.identitynow.com>.