

JACQUARD

SERVICE LEVEL AGREEMENT

Last revised June 5, 2024

1. Platform uptime

- a. Jacquard commits to having 99.9% scheduled uptime with respect to the Platform, which is hosted on Amazon Web Services.
- b. The Platform consists of the Jacquard UI (an SaaS application accessed via a web browser) and the Jacquard public APIs (details here: <https://connect.jacquard.co/v2/openapi>)
- c. The uptime percentage is measured annually and includes the entirety of the Platform.
- d. Any downtime of the Platform caused by an issue with Amazon Web Services, Auth0, LaunchDarkly, Snowflake and MongoDB Atlas (our "**Primary Suppliers**") is part of the 99.9% SLA.
- e. Any loss of functionality associated with failure of a third-party API (excepting those mentioned above) is not part of the 99.9% SLA.
- f. Jacquard can provide to Client uptime reports on demand or scheduled as per Client preference.

2. Service levels and timing

Severity Level	Acknowledgement by Jacquard to the Client	Definition	Status Reports	Escalation	Resolution	Closure
Critical Error	One (1) hour	Renders inoperable software which operates the Platform. Client cannot access the Platform.	Every four (4) hours.	Every eight (8) hours.	One (1) day.	Seven (7) days.
Major Error	Four (4) hours	Client can access the Platform but cannot generate language.	Every twenty-four (24) hours.	Every eight (8) hours.	Three (3) days.	Fourteen (14) days.
Minor Error	One (1) business day.	Causes only a minor impact on the operation of software which operates the Platform.	As applicable	N/A	N/A	Next update

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- a. Each of the timeframes above shall be measured from the date and time that the error is first reported to or detected by Jacquard, whichever is earlier.
- b. Notwithstanding the above definitions, a reduction of functionality due to third-party platform failure shall be considered a 'Minor Error.'

3. Remedies

a. In case the availability of the Services is partially or fully not met, the monthly remuneration will be reduced in accordance with this Section. The same applies in case of an underperformance regarding Response or Resolution Times.

b. If Jacquard and Client have agreed on advance payments, the reduction will be applied to the invoice following the month in which the agreed availability was not met.

c. The contractual penalty for the underachievement described herein shall be as follows:

- For every 0.05% underachievement of the agreed availability Jacquard shall owe to Client a contractual fine of five (5) percent of the agreed remuneration for the respective Services for the affected month(s).
- For every underachievement regarding Response and Resolution Times Jacquard shall owe to Client a contractual fine of five-hundred dollars (\$500) for errors with the classification Major, and one thousand dollars (\$1,000) for errors with the classification Critical.

4. Extraordinary Termination Rights

a. In the case of Critical Service Failure, the Client shall be entitled to extraordinary termination of the Agreement. "**Critical Service Failure**" is defined as any of the following:

- (i) the occurrence of a Critical Error more than three (3) times in any six (6) month period;
- (ii) the occurrence of three (3) or more defaults by Jacquard (which in the case of a breach capable of remedy is not remedied within fourteen (14) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied) in any twelve (12) month period; or
- (iii) uninterrupted downtime of more than forty-eight (48) business hours for any part of the Services.

b. Client shall also be entitled to extraordinary termination of the Agreement in the case of a shortfall in the promised Response and Resolution Times within the following scope:

- (i) Four (4) shortfalls in the promised Response or Resolution Time for an error with the classification Critical; or
- (ii) Six (6) shortfalls in the promised Response or Resolution for an error with any classification.

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5. Sole Recourse

a. Except as specifically listed in this Agreement, the above remedies are Client's sole recourse for any failure of the Services, and Client recognizes and agrees that if this Service Level Agreement and the other provisions of this Agreement do not list a remedy for a given failure, it has no remedy.

b. Credits issued pursuant to the Service Level Agreement are forfeited upon termination of this Agreement. Jacquard is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.