Appendix 2 – Service Level Agreement ("SLA")

https://akirolabs.com/assets/

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This Appendix "Service Level Agreement" together with the main body of the Service Agreement and its other integral components constitutes the "Agreement". Capitalized terms used herein that are not otherwise defined herein shall have the meaning assigned to them in the Agreement.

1. **Definitions**

   "**Actual Availability**" is the total time the Customer had access to the production instance of the SaaS Solution during the calendar month of usage.

   "**Exclusions**" includes lack of access due to issues arising from (i) an Authorized User's systems, work environment, or actions that are not attributable to the SaaS Solution, (ii) Internet connectivity, telecommunications failures, or any other issues occurring outside the managed hosting environment, itself, and (iii) a Force Majeure Event.

   "**Scheduled Availability**" means the total period of time during a calendar month when the SaaS Solution is scheduled to be available for use by the Customer. Scheduled Availability does not include Scheduled Downtime or Exclusions.

   "**Scheduled Downtime**" means time that access to the SaaS Solution is not available to Authorized Users during akirolabs' regular maintenance and enhancement windows or otherwise for the purpose of updating or maintaining the software and systems required to support the SaaS Solution. Planned Maintenance will occur at times outside the Customer's standard working hours.

   "**Service Level Credit**" is a credit to be paid by akirolabs to the Customer in the event akirolabs fails to attain a monthly SaaS Solution Availability Percentage as set forth in section 3 below.

2. **Availability calculation**

   "**SaaS Solution Availability Percentage**" represents the ability of the Customer to access the production instance of the SaaS Solution, and is calculated by akirolabs and reported to the Customer on request, pursuant to the following equation:

   "SaaS Solution Availability Percentage = (Actual Availability / Scheduled Availability) x 100%."

3. **Service levels and service level credits**

   akirolabs will undertake commercially reasonable measures to ensure a monthly SaaS Solution Availability Percentage of at least 99.8%.

   Commencing with the second full month of akirolabs Services following the completion of production go-live and hypercare, the Customer may claim a credit off the Subscription Fees for akirolabs' failure to meet the SaaS Solution Availability Percentage according to the following

calculation:

SaaS Solution Availability Percentage calculation	
SaaS Solution Availability Percentage	Credit % of pro-rata (monthly) Subscription Fees
99.5% +	N/A
99.49% - 99.0%	1%
98.99% - 97%	3%
96.99% - 95%	5%

akirolabs will apply a credit claimed by the Customer against future invoices, or if there are no future invoices, then akirolabs will promptly pay the credit amount to the Customer. If any Service Level Credit request is reasonably disputed by akirolabs, the Customer and akirolabs shall work together in good faith to resolve such dispute in a timely manner in accordance with the Account Management & Governance processes detailed in the Agreement.