

Strucwise Inc. (“Strucwise”)

Service Level Agreement

This Service Level Agreement (the “**SLA**”), together with all schedules, appendices, attachments, annexes, the Terms of Service (the “**TOS**”), and the End User Licensing Agreement (“**EULA**”) (and together, the TOS, SLA, and EULA, the “**Agreement**”) (all of such documents are accessible by accessing the Site (as defined below)) by and between Strucwise Inc. (“Strucwise”) (“**Strucwise**”, “**us**”, “**we**”, “**our**”, the “**Licensor**”) and you, the individual or company (“**you**”, “**your**”, and “**Licensee**”), who is requesting access to products, materials and/or services provided by Strucwise and governs your use of Strucwise’s website, application, and all pages, templates, products, tools, information, smart contracts, protocols, software, and content located therein (the “**Site**”). PLEASE READ THESE TERMS CAREFULLY.

IMPORTANT NOTICE:

This Agreement is a legal agreement between you and Strucwise. You understand and acknowledge that Strucwise would not have entered into this agreement with you, without your agreement to be fully bound by the terms of this Agreement.

This Agreement contains disclaimers of warranties and limitations of liability. These provisions are an essential part of Strucwise’s bargain with you.

1. Service Level Commitment.

During the Term (as defined in the EULA) for which Strucwise has agreed to license Services (as defined in the EULA) to you, we will use commercially reasonable efforts to provide a Monthly Uptime Percentage to you in accordance **Service Level Commitment** described below:

- For Services described in the EULA, Monthly Uptime Percentage shall be no less than 99.5%.

2. Service Credits.

(a) If we confirm there is a failure to meet the Service Level Commitment in a particular calendar month and you make a request for service credit within fifteen (15) days after the end of such calendar month, you will be entitled to a credit based on (a) fees invoiced for the affected Service you are subscribed to in the month experiencing such failure, if you have a monthly subscription plan, or (b) 1/12 of annual subscription fees, invoiced for the affected Service you have subscribed to, if you have an annual plan (“**Service Credit**”). To receive a Service Credit, you must submit a ticket at info@strucwise.com with all fields fully and accurately completed, and provide any other reasonably requested information or documentation. Our monitoring and logging infrastructure is the source of truth for determining Monthly Uptime Percentage, errors and whether we have met the Service Level Commitment. All calendar months will be measured in the EST time zone.

(b) The Service Credit will be calculated as set forth herein.

Service Credits shall be calculated as follow:

If your service Monthly Uptime Percentage is less than 99.5% but greater than or equal to 99.0%,

- Service Credit shall be 10% of 1) monthly subscription fees for monthly subscription plans, or 2) 1/12 annual subscription fees invoiced for annual subscription plans for affected Services.

If your service Monthly Uptime Percentage is less than 99.0% but greater than or equal to 95.0%,

- Service Credit shall be 25% of 1) monthly subscription fees for monthly subscription plans, or 2) 1/12 annual subscription fees invoiced for annual subscription plans for affected Services.

If your service Monthly Uptime Percentage is less than 95.0%,

- Service Credit shall be 30% of 1) monthly subscription fees for monthly subscription plans, or 2) 1/12 annual subscription fees invoiced for annual.

*Service Credit calculation does not apply to one-time payments made for the initial Service setup and transaction fees. Service Credit calculation only applies to monthly (or annual) recurring payments.

We will apply each Service Credit against a future payment otherwise due from you for the affected Service, provided that your account is fully paid up, without any outstanding payment issues or disputes. No refunds or cash value will be given for unused Service Credits. Service Credits are non-transferable and may not be applied to any other Services. The aggregate maximum Service Credits applied to an invoice will not exceed 100% of the amount invoiced for the affected Service in that invoice billing period (as opposed to the actual month in which the affected Strucwise Service was unavailable). We reserve the right to deny a Service Credit if you do not qualify for one.

3. Exclusions.

You will not be entitled to a Service Credit if you are in breach of the terms or conditions of any agreement that you have with Strucwise, including the Agreement. The Service Level Commitment will not include unavailability to the extent due to: (a) your use of the Services in a manner not authorized in the agreements you agreed to or not in accordance with the applicable Documentation (as defined in the EULA); (b) force majeure events or other factors outside of our reasonable control, including, without limitation, internet access, cloud infrastructure or related problems; (c) your equipment, software, network connections or other infrastructure; (d) Licensee Data (as defined in the EULA) or Licensee Content (as defined in the EULA); (e) third-party equipment, apps, add-ons, software or technology (other than our

agents and subcontractors); or (f) routine scheduled maintenance or reasonable emergency maintenance. No Service Level Commitment or Service Credits are provided for free, proof-of-concept, beta or trial services, or beta features excluded from the Service Level Commitment.

4. Exclusive Remedies.

Service Credits are your sole and exclusive remedy, and our sole and exclusive liability, for our failure to meet the Service Level Commitment.

5. Definitions.

“Monthly Uptime Percentage” means 100% minus the percentage of Downtime minutes out of the total minutes in the relevant calendar month.

“Downtime” for a Service occurs when its Error Rate is greater than 5%.

“Error Rate” means, over a given 1-minute period, the percentage of your regular use of a Services resulting in an error (or failure) out of your total requests to Services. For cases in which we confirm your Services subscribed is inoperable or unable to receive your requests, the Error Rate for that minute is 100%. If you attempted no requests to any of the Services over a minute, the Error Rate is 0%.