

OPAL SERVICE LEVEL AGREEMENT

System Availability. Opal shall maintain 99.9% System Availability across the Opal Platform. “System Availability” means the percentage of total time during which the Opal Platform is available to Customer, excluding (1) scheduled maintenance during the hours of 12:01 AM to 6:00 AM Saturday U.S. Eastern Time (“Service Hours”), (2) service interruptions by Opal’s service providers; (3) errors or service interruptions caused by Customers’ third-party service providers, (4) mobile application downtime or issues due to App Store, and (5) Force Majeure events as defined in the Agreement. “Available” means the Opal Platform is fully operational and able to receive, process, store and transmit Customer Data as needed. Opal shall provide at least five (5) business days’ advance notice of scheduled maintenance that will result in downtime.

Recovery Time Objective; Recovery Point. Average recovery time of 12 hours, as measured from the point in time when the Opal Platform becomes unavailable for use by Customer to the point in time when the Opal Platform is fully restored for use by Customer. Average recovery point of 1 hour.

Priority Codes and Incident Response Times

- **Critical:** A critical priority is given to an incident that (1) renders the Opal Platform inoperable or substantially degrades the performance thereof, (2) results in a material adverse effect to Customer’s business operations, or (3) results in financial liability due to operational or informational deficiency.
- **High:** A high priority is given to an incident that does not adversely affect Customer business operations or cause financial liability, but repeatedly or regularly affects Customer’s usage of the Opal Platform and no workaround is available.
- **Standard:** A standard priority is given to an incident which does not impact Customer operation or use of the Opal Platform, but a fix or workaround will optimize functionality or usage of the Opal Platform.

Opal shall respond to requests from Customer for Opal Platform or Services support 24 hours per day, Monday through Friday, U.S. Pacific Time, excluding standard U.S. holidays, as follows:

- **Critical:** Opal will respond to a Critical priority within one (1) hour after Customer has reported the incident to Opal. Opal will diligently work to resolve the incident and will follow up with Customer every hour until the incident is resolved. The incident will be resolved within eight (8) hours unless otherwise agreed by the parties.
- **High:** Opal will respond to a High priority within four (4) hours after Customer has reported the incident to Opal. Opal will diligently work to resolve the incident and will follow up with Customer every four (4) hours or until the next scheduled contact time. High priority incidents will be resolved within three (3) business days unless otherwise agreed by the Parties.
- **Standard:** Opal will respond to a Standard priority within twenty-four (24) hours after Customer has reported the incident to Opal. Standard priority incidents will be resolved within fifteen (15) business days unless otherwise agreed by the Parties.

Service Level Warranty

Less than 99.9% System Availability over a calendar month entitles Customer to the applicable Service Level Credit set forth below.

Service Level Credits

System Availability (Monthly)	Service Level Credits (% of monthly service fees)
99.9% - 98.0%	10%
Below 98%	20%

Application of Credit

Customer must notify Opal within sixty (60) days from the time Customer becomes eligible to receive Service Level Credits. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Level Credit. Service Level Credits for a single calendar month will be applied against the next invoice. In the event a Service Level Credit is incurred after expiration or termination of an Order, the Service Level Credit will be converted into days of Opal Platform access added to the end of the Subscription Term. Service Level Credits may not be exchanged for, or converted to, monetary amounts.