

Fastpath Solutions LLC Service Level Agreement

A. Incident Submittal

Incidents may be submitted via Fastpath's support page. Users can click the 'Help' option in the header of the <https://www.fastpathassure.com> portal, or navigate directly <https://support.fastpathassure.com>, where a user can 'Submit a request' via a link in the header. Tickets are submitted via ZenDesk will be assigned a level of urgency based on assessment by support staff.

Urgent requests can be submitted via email to urgent@gofastpath.com as needed. If ZenDesk is unavailable, or the support page is not functioning, please contact us via this method.

B. Support Availability

Regular Support Hours are between 6.00am and 6.00pm (Central Standard Time) Monday – Friday excluding holidays. Support during Non-Regular Service Hours via ZenDesk ticketing will be responded to in accordance with level of urgency.

C. Support Response Times

Fastpath Solutions LLC will respond to Incidents **during Regular Support Hours** as follows in accordance with level of urgency of the Incident:

- Urgent – 4 hours
- Non-Urgent – Response within 1 business day

Resolution time will vary depending on the nature of the Incident.

Ad-hoc support request are evaluated for severity during non-support hours. Our aim is to respond to those requests as soon as possible.

Urgent requests submitted during Non-Regular Service Hours will be responded to within 4 hours.

D. Maintenance Services Offered

The Fastpath maintenance provided shall include updated support and maintenance for the Service on an at least annual basis, including, without limitation, delivery of current and past upgrades, patches or bug fixes, resulting in Maintenance Downtime.

E. Fastpath Service Commitment: 99.95% Uptime

Fastpath will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.95% (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

F. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

G. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on your Fastpath invoice for the month in which the unavailability occurred, applied proportionally based on Service Unavailability percentage.

We will apply any Service Credits only against future payments for the Services otherwise due from you. Service Credits will not entitle you to any refund or other payment from Fastpath. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one hundred dollars (\$100 USD). Service Credits may not be transferred or applied to any other account.

Chronic Downtime will result in full refund for periods affected.

H. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing support@gofastpath.com. To be eligible, the credit request must be received by us within one month of which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- the account handle(s); and
- if the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

I. Exclusions

The Service Commitment does not apply to any Unavailability:

1. That results from a suspension or Remedial Action, as described in the Terms;
2. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Fastpath network;
3. That results from any actions or inactions of you or any third party;
4. That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);

5. That results from failures of Fastpath Services not attributable to Unavailability; or that results from any Maintenance.

J. Definitions

“Incident” constitutes an issue, question, concern, or request submitted to support.

“Downtime” means unavailability of service where not subject to SLA Exclusion.

“Maintenance Downtime” means scheduled unavailability of the Fastpath Services, as communicated by Fastpath via email prior to the Service becoming unavailable.

“Chronic Downtime” means unavailability of more than 50% for two months in a row.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Fastpath Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“Service Credit” means a credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.

“Unavailable” and “Unavailability” mean, for app services and databases, when your service or database is not running or not reachable due to Service.