

## SERVICE LEVEL AGREEMENT:

This Service Level Agreement (the “SLA”) is between Bromelkamp Company LLC (“Bromelkamp”) and the Client. This agreement provides assurance of the availability of online services provided by Bromelkamp and remedies Client has access to if Bromelkamp does not meet that assurance. This Agreement may be modified from time to time by Bromelkamp with effect after twenty-four (24) hour notice, or after ninety (90) days posting on [www.akoyaGO.com](http://www.akoyaGO.com).

### 1. AVAILABILITY

- Pursuant to the Online Terms of Service Agreement Bromelkamp shall make akoyaGO, Pearl, GOapply, GOfund, GOverify, eGrant.net, FundWeb, and FundWeb 2.0 (collectively, the “Service” or “Services”) available to the Client ninety-nine percent (99%) of the time, except as provided below.
- Availability will be calculated per calendar month, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcludel} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

- Where:
  - “Total” means the total number of minutes in the calendar month;
  - “Non-excluded” means downtime that is not excluded; and
  - “Excluded” means:
    - Any planned downtime of which Bromelkamp gives twenty-four (24) or more hours’ notice. Bromelkamp will use commercially reasonable efforts to schedule all planned downtime during the hours from 8:00 p.m. – 5:00 a.m. U.S. Central Time.
    - Any period of unavailability lasting less than fifteen (15) minutes.
    - Any period of unavailability that resulted from Client’s or third-party hardware, software or services.
    - Actions or inactions by Client or Client’s employees, agents, contractors, or vendors, or anyone gaining access to Bromelkamp’s network by means of Client’s passwords or equipment.
    - Client’s use of the Service after Bromelkamp advised Client to modify its use of the Service if Client did not modify its use as advised.
    - Client’s optional use of beta/test site, trial offers, early access programs, and/or demos. Notice about and determination of such usage to be made by Bromelkamp.
    - Any unavailability caused by a Force Majeure Event.
      - Any unavailability caused by a Force Majeure Event. In the event that either party’s performance is delayed, prevented, obstructed, or inhibited because of any act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction

or shut-down of facilities, shortage or curtailment, riot, terrorism, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused, and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

**2. REMEDIES**

- Should Bromelkamp fail to make the Services available as set forth in Section one (1) above in a calendar month, the Client is entitled to receive a credit for their Services subscription fee for such calendar month in the amount set forth below. Should Bromelkamp fail to make the Services available as set forth in Section one (1) above in two (2) consecutive calendar months, Client may terminate the Agreement by providing written notice of termination, in which case Bromelkamp will refund to Client any prepaid fees for the remainder of the Services subscription term(s) following the date of termination.
- Availability Percentage - Credit Percentage of Monthly Subscription Fee for the Services defined below:

Availability %	Credit % of Subscription Fee for Services
<99% - ≥98%	5%
<98% - ≥95%	10%
<95%	15%

**3. REPORTING, CLAIMS, AND NOTICES**

- In order to make a claim, Clients must be following policies for acceptable use of the Service found in the Agreement.
- In order to be eligible to submit a claim with respect to any incident, the Client must first have notified Bromelkamp client support of the incident within five (5) business days following an incident.
- Client must provide all reasonable details regarding the claim, including but not limited to:
  - Client name;
  - Detailed description of the downtime incident, including dates and time periods for each instance during the relevant period; and
  - An explanation of the claim, including any relevant calculations.
- Client must submit the claim and provide sufficient evidence to support it, by the end of the month following the month in which the incident which is the subject of the claim occurs (for example, incident occurs on January 15th, Client provides notice on January 20th, Client must provide sufficient evidence to support claim by February 28th).
- Bromelkamp will use all information reasonably available to validate claims and make a good faith judgment on whether the SLA and Service levels apply to the claim. All claims will be verified against Bromelkamp's system records. Should Bromelkamp dispute any period of unavailability alleged by Client, Bromelkamp will provide to Client a record of Services available for the applicable period.
- Bromelkamp will use commercially reasonable efforts to process claims within forty-five (45) days.