

## SERVICE LEVEL AGREEMENT:

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

### 1. AVAILABILITY

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

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

- 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 Provider gives twenty-four (24) or more hours’ notice. Provider 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 User’s or an entity other than User’s or Provider’s (“Third-Party”) hardware, software, or services (except for those of Microsoft Azure or Dynamics).
    - Actions or inactions by User or User’s employees, agents, contractors, or vendors, or anyone gaining access to Provider’s network by means of User’s passwords or equipment.
    - User’s use of the Service after Provider advised User to modify its use of the Service if User did not modify its use as advised.
    - User’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 Provider.
    - 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 Provider fail to make the Services available as set forth in Section one (1) above in a calendar month, the User is entitled to receive a credit for their Services subscription fee for such calendar month in the amount set forth below. Should Provider fail to make the Services available as set forth in Section one (1) above in two (2) consecutive calendar months, User may terminate the Agreement by providing written notice of termination, in which case Provider will refund to User 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

- To make a claim, User must be following policies for acceptable use of the Service found in the Agreement.
- To be eligible to submit a claim with respect to any incident, the User must first have notified Provider support team of the incident within five (5) business days following an incident.
- User must provide all reasonable details regarding the claim, including but not limited to:
  - User 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.
- User 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, User provides notice on January 20th, User must provide sufficient evidence to support claim by February 28th).
- Provider 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 Provider's system records. Should Provider dispute any period of unavailability alleged by User, Provider will provide to User a record of Services available for the applicable period.
- Provider will use commercially reasonable efforts to process claims within forty-five (45) days.