



SERVICE LEVEL AGREEMENT

Revision Date: November 3, 2025

This Service Level Agreement is incorporated into the Agreement by reference.

1. **Service Uptime.** Access to the platform is provided twenty-four hours a day, seven days a week with a Monthly Uptime Percentage of at least 99.9%. “**Monthly Uptime Percentage**” is calculated as the total number of minutes in a month, less the number of minutes of all Downtime Periods in a month, divided by the total number of minutes in a month. A “**Downtime Period**” will be measured in periods of minutes of five (5) or more; and will commence when Downtime is first detected by our monitoring systems or reported by a user (subject to verification), whichever occurs first; and the Downtime Period will end when the Service is fully restored. “**Downtime**” is defined as any period during which all users are unable to access the core functionalities of Services due to failures in Notable systems. This includes complete inaccessibility due to unexpected events such as hardware outages, software malfunction, or internal network issues that are directly under Notable’s control.

2. **Maintenance and Excluded Downtime.** Notable reserves the right to perform regularly scheduled maintenance to the platform during non-core business hours, defined as 8:00pm to 11:00pm (Pacific Time Zone) each day (“**Scheduled Downtime**”). Notable may schedule additional Scheduled Downtime outside of the standing scheduled maintenance window by providing notification to Customer at least three (3) business days in advance, provided that Notable will make commercially reasonable efforts to accommodate Customer if such additional Scheduled Downtime would pose an operational hardship.

Additionally any downtime caused by factors outside of Notable’s reasonable control do not factor in to the Monthly Uptime Percentage Calculation, including any force majeure event, Internet services availability outside of Notable’s Services, and actions or inactions of the Customer, including without limitation, failure to update or maintain Customer’s internet, equipment, and/or software used to connect to the Services (“**Excluded Downtime**”).

3. **Service Requests.** In support of the services covered by this SLA, Notable will respond to service-related incidents and requests within the following time frames. Customer shall submit requests with the priority level specified; *however*, Notable reserves the right to reasonably increase or decrease the priority level in its sole discretion. In accordance with the service commitment provided in this SLA, Notable will use commercially reasonable efforts to resolve all requests promptly but cannot guarantee a time to resolution due to the inherent variability in effort and corresponding time required to resolve issues. Notable will communicate resolution efforts with the Customer in a timely manner.

Severe	Platform is unavailable or a substantial subset of platform functionality is unavailable without a workaround, security issues, or data integrity issues	2 hours, 24x7x365
High	Intermittent issues with platform performance, and issues with available workarounds	4 hours, 24x7x365
Medium	Any other bugs and issues that are not considered Severe and High	2 business days
Low	Enhancements and tech questions	4 business days

4. **Service Credits.** If the Monthly Uptime Percentage fails to meet Notable’s service commitment outlined above (“**Service Outage**”), the Customer will be eligible to receive a service credit (“**Service Credit**”), as outlined in the below table. Customer must request a Service Credit within 60 days following the calendar month for which the Service Credit is requested, and Notable will verify the claimed Downtime Periods. This Service Level Agreement and the Service Credits available hereunder are the Customer’s sole and exclusive remedy for any Service Outage related to the Services.

99.9%	Meets or exceed target	None

Between 99.0% and 99.9%	Below target	The lesser of: (1) 25% of monthly Fees, or (2) \$10,000.00
Below 99.0%	Unacceptable	The lesser of: (1) 50% of monthly Fees, or (2) \$10,000.00

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