

Service Level Agreement

Version 1.0 – Effective April 1, 2026

This Service Level Agreement ("**SLA**") forms part of the Master Services Agreement (the "**Agreement**") between **Aclymate, Inc.** ("**Aclymate**" or "**we**") and the entity identified on the applicable Order Form ("**Customer**" or "**you**"). Capitalized terms not defined in this SLA have the meanings given in the Agreement.

This SLA sets forth Aclymate's commitments regarding Platform availability, support responsiveness, Turn Key Service delivery, and the remedies available to Customer if those commitments are not met. By executing an Order Form that incorporates the Agreement, or by accessing or using any Aclymate Service, Customer agrees to the terms of this SLA.

1. PLATFORM AVAILABILITY

1.1 Uptime Commitment

Aclymate commits to maintaining Platform availability of 99.5% measured on a monthly basis during the Term ("Uptime Commitment"). This commitment applies to all service tiers (Starter, Professional, and Turn Key).

"Availability" means the Platform is accessible and materially operable for Customer's use over the Internet. Availability is calculated as follows:

$$\text{Monthly Uptime \%} = \left(\frac{\text{Total Minutes in Month} - \text{Downtime Minutes}}{\text{Total Minutes in Month}} \right) \times 100$$

1.2 Exclusions from Downtime

The following are not counted as Downtime for purposes of calculating the Uptime Commitment:

- (a) Planned Maintenance: Scheduled maintenance windows as described in Section 1.3.
- (b) Customer-Caused Issues: Outages or performance degradation caused by Customer's equipment, network, Third-Party Integrations, or Customer's misuse or unauthorized use of the Platform.
- (c) Third-Party Failures: Outages caused by third-party service providers outside Aclymate's reasonable control, including internet service providers, cloud infrastructure providers (to the extent the underlying infrastructure failure is not caused by Aclymate's configuration), and Third-Party Integration providers (e.g., Plaid, QuickBooks/Intuit, Stripe).
- (d) Force Majeure Events: Events described in Section 14.4 of the Agreement.
- (e) Low-Usage Periods: Brief interruptions (under five consecutive minutes)

that do not materially impact Customer's ability to use the Platform.

1.3 Planned Maintenance

Aclymate may schedule planned maintenance during non-peak hours, defined as 7:00 PM to 7:00 AM Mountain Time, with at least forty-eight (48) hours' advance notice to Customer via email or in-Platform notification.

In the event Aclymate needs to perform emergency maintenance outside the planned maintenance window to address a critical security vulnerability or system stability issue, Aclymate will provide as much advance notice as practicable and will use commercially reasonable efforts to minimize disruption.

1.4 Uptime Service Credits

If the Platform fails to meet the Uptime Commitment in any calendar month, Customer may be eligible for service credits as follows:

Monthly Uptime Percentage	Service Credit (% of Monthly Fee)
99.0% – 99.49%	1%
98.0% – 98.99%	2%
95.0% – 97.99%	4%
Below 95.0%	5%

Service credits are calculated as a percentage of Customer's monthly Fee for the affected month. For annual billing, the monthly Fee is calculated as one-twelfth (1/12) of the annual Fee. Service credits are applied to Customer's next invoice and do not entitle Customer to a cash refund.

Customer must request service credits in accordance with Section 4.1. Aclymate is not obligated to issue service credits unless Customer submits a timely written request identifying the dates and nature of the downtime experienced.

1.5 Service Credit Cap

The maximum total service credits issued to Customer in any single calendar month shall not exceed 10% of Customer's monthly Fee for that month. Service credits are Customer's sole and exclusive remedy for Aclymate's failure to meet the Uptime Commitment, except as provided in Section 1.6.

1.6 Chronic Failure

If the Platform fails to meet the Uptime Commitment for three (3) or more calendar months within any rolling twelve (12) month period, Customer may, in addition to any accrued service credits, terminate the Agreement upon thirty (30) days' written notice without early termination fee, and Aclymate will provide a pro-rata refund of prepaid Fees for the unused portion of the Term. This right must be exercised within thirty (30) days of the third qualifying failure month.

2. SUPPORT

2.1 Support Channels

Aclymate provides support through the following channels, listed in order of preference:

(a) In-Application Support Tool (Primary). Customer should submit support requests through the built-in customer support tool within the Platform whenever possible. This tool enables Aclymate to capture relevant context

(such as the page, feature, and account details associated with the issue), which results in faster diagnosis and resolution. The in-application support tool is available 24/7.

(b) Email (Secondary). If Customer is unable to access the in-application support tool (for example, during a Platform outage), support requests may be submitted via email to support@aclymate.com.

Support is staffed during normal business hours: 9:00 AM to 5:00 PM Mountain Time, Monday through Friday, excluding U.S. federal holidays ("Business Hours"). Requests submitted outside Business Hours will be reviewed at the start of the next Business Day.

2.2 Issue Severity Levels

Support requests are categorized by severity as follows:

Critical (Severity 1): The Platform is completely unavailable or a core function is inoperable, affecting all or substantially all Authorized Users, with no available workaround. Examples: Platform-wide outage, login system failure, data loss or corruption.

High (Severity 2): A major feature or function of the Platform is significantly impaired, affecting Customer's ability to perform essential tasks, with no reasonable workaround available. Examples: inability to generate reports, financial integration failure, Turn Key Service data processing blocked.

Medium (Severity 3): A feature or function is impaired but a reasonable workaround exists, or the issue affects a non-essential function. Examples: intermittent errors in a specific report, slow performance on certain pages, minor display issues.

Low (Severity 4): General questions, feature requests, how-to inquiries, or cosmetic issues that do not affect functionality. Examples: questions about

platform features, requests for new integrations, feedback on user interface.

2.3 Response Time Commitments

Response times are measured from the time Aclymate receives a support request during Business Hours. Requests received outside Business Hours are deemed received at the start of the next Business Day.

Severity	Starter	Professional	Turn Key
Critical (S1)	1 Business Day	8 Business Hours	4 Business Hours
High (S2)	2 Business Days	1 Business Day	8 Business Hours
Medium (S3)	3 Business Days	2 Business Days	1 Business Day
Low (S4)	5 Business Days	3 Business Days	2 Business Days

"Response" means an acknowledgment from Aclymate that the request has been received, the severity level has been assessed, and work on diagnosis or resolution has begun. Response times are not resolution commitments – complex issues may require additional time to fully resolve.

2.4 Resolution Targets

Aclymate will use commercially reasonable efforts to resolve issues within the following target timeframes, measured from initial response:

Severity	Resolution Target
Critical (S1)	2 Business Days
High (S2)	5 Business Days
Medium(S3)	15 Business Days
Low (S4)	Reasonable efforts; addressed in normal product cycle

Resolution targets are aspirational goals and are not service level commitments. They do not give rise to service credits or other remedies. Some issues may require longer resolution due to complexity, third-party dependencies, or the need for a product update. Aclymate will keep Customer informed of progress on open issues.

Resolution targets may be extended during planned periods of reduced technical staffing (such as team vacations or holidays). When Aclymate anticipates a period of reduced staffing that may impact resolution of Critical or High severity issues, Aclymate will notify affected Customers in advance where practicable.

2.5 Escalation

If Customer believes a support request is not being addressed in a timely manner, Customer may escalate by contacting:

- Level 1: Support team lead – via email to support@aclymate.com with "ESCALATION" in the subject line
- Level 2: Customer's designated Aclymate Account Lead (for Turn Key clients) or Aclymate management – via email to escalations@aclymate.com

2.6 Support Service Credits

If Aclymate fails to meet the initial response time commitment for a Critical (S1) or High (S2) issue, Customer may be eligible for a service credit equal to 2.5% of Customer's monthly Fee per missed response, up to a maximum of 10% of the monthly Fee in any calendar month.

Support service credits are subject to the same terms as uptime service credits, including the requirement that Customer submit a timely written request under Section 4.1. The combined total of uptime and support service credits in any calendar month shall not exceed 10% of Customer's monthly Fee.

3. TURN KEY SERVICE LEVELS

This Section 3 applies only to Customers who subscribe to the Turn Key Service.

3.1 Designated Point of Contact

Turn Key Customers will be assigned a designated Aclymate team member as their primary point of contact ("Account Lead"). The Account Lead will serve as Customer's primary liaison for Turn Key Service tasks, communication, and coordination. If the Account Lead is temporarily unavailable, Customer will be notified via the Account Lead's out-of-office reply, which will include contact information for an alternate Aclymate team member who can assist during the Account Lead's absence.

3.2 Onboarding

Aclymate will initiate the Turn Key onboarding process within ten (10) Business Days of Aclymate's receipt of Customer's first payment for the Turn Key

Service, subject to Customer's timely cooperation in providing data access, credentials, and introductory information. Onboarding includes an initial discovery session, configuration of the Platform, connection of Third-Party Integrations, and establishment of recurring workflows.

3.3 Recurring Deliverables

Unless otherwise specified in the applicable Order Form or service subscription, the following standard cadences apply to Turn Key Service deliverables:

(a) Emissions Data Updates: Monthly data processing and entry, completed within fifteen (15) Business Days following the close of each calendar month, subject to Customer's timely provision of any required data or approvals.

(b) Reporting: The Platform provides Customer with self-service access to generate emissions summary reports at any time. Aclymate's Turn Key commitment is to ensure that the underlying data powering those reports is processed and up to date in accordance with the cadence in Section 3.3(a). Custom or compliance-specific reports (e.g., for SB 253, SBTi submissions, certification applications) that require additional work by Aclymate personnel will be delivered on timelines mutually agreed in writing.

(c) Carbon Offset Procurement: Aclymate partners with CNaught as its preferred carbon offset provider, and Customers are encouraged to browse and purchase verified carbon offsets directly through the CNaught marketplace integrated within the Platform. When Customer authorizes the purchase of offsets through the Platform, Aclymate will facilitate the procurement within ten (10) Business Days of receiving Customer's authorization and payment confirmation. Customers may also request assistance from their Account Lead in selecting offsets that align with their sustainability strategy.

(d) Quarterly Business Reviews: The Account Lead will conduct a Quarterly Business Review ("QBR") with Customer, summarizing work completed during the quarter, data gaps or issues identified, progress toward Customer's climate goals, and upcoming priorities. QBRs may be conducted via video call or in-person meeting, at Customer's preference.

3.4 Customer Cooperation

Turn Key Service timelines depend on Customer's timely cooperation, including providing data access, responding to information requests, and granting necessary approvals. If Customer delays in providing required data or approvals by more than ten (10) Business Days beyond Aclymate's request, applicable Turn Key deliverable deadlines will be extended by an equivalent period.

3.5 Turn Key Service Credits

If Aclymate fails to complete a recurring Turn Key deliverable within the committed timeframe (as extended by any Customer delays under Section 3.4), and such failure is not attributable to Customer's actions or omissions, Force Majeure Events, or third-party dependencies outside Aclymate's control: following more than two such failures in any given month, Customer may be eligible for a service credit equal to 20% of Customer's monthly Fee per late deliverable, up to a maximum of 30% of the monthly Fee in any calendar month.

Turn Key service credits are subject to the same terms as other service credits in this SLA, including the requirement that Customer submit a timely written request under Section 4.1. The combined total of all service credits (uptime, support, and Turn Key) in any calendar month shall not exceed 30% of Customer's monthly Fee.

4. SERVICE CREDIT PROCEDURES

4.1 Requesting Service Credits

Service credits are not issued automatically. To receive a service credit, Customer must submit a written request to support@aclymate.com within thirty (30) days of the end of the calendar month in which the service level failure occurred. The request must include the date(s) and nature of the failure and any supporting details. Aclymate is not obligated to issue service credits for failures that Customer does not report within this timeframe.

4.2 Verification

Aclymate will review each service credit request and verify the claimed failure against Aclymate's internal monitoring and support records. Aclymate will respond to service credit requests within fifteen (15) Business Days of receipt. If a request is denied, Aclymate will provide a written explanation.

4.3 Application of Credits

Approved service credits will be applied to Customer's next invoice following approval. Service credits have no cash value, are not transferable, and may not be applied to any other Aclymate account or service. Service credits expire upon termination of the Agreement.

4.4 Sole Remedy

Service credits as described in this SLA are Customer's sole and exclusive remedy for Aclymate's failure to meet the service level commitments set forth herein, except for Customer's termination right under Section 1.6 (Chronic Failure) and any other remedies expressly provided in the Agreement.

5. DATA BACKUP AND BUSINESS CONTINUITY

5.1 Data Backups

Aclymate performs automated backups of Customer Data at least once daily. Backups are stored in geographically separate locations from primary production systems. Aclymate tests backup restoration procedures periodically to verify recoverability.

5.2 Disaster Recovery

Aclymate maintains a documented disaster recovery plan. In the event of a catastrophic failure of primary systems, Aclymate's recovery time objective is twenty-four (24) hours and recovery point objective is twenty-four (24) hours (meaning no more than 24 hours of data loss in a worst-case scenario).

5.3 Incident Communication

During any material service disruption, Aclymate will provide timely status updates to affected Customers via email. Updates will include a description of the issue, estimated time to resolution (if known), and any recommended Customer actions. Post-incident, Aclymate will upon Customer's request provide a summary of the root cause and corrective measures taken.

6. CONTINUOUS IMPROVEMENT

6.1 Platform Updates

Aclymate regularly updates the Platform to improve functionality, performance, and security. Updates that do not materially change core functionality will be deployed during planned maintenance windows without requiring Customer consent. Material changes to core functionality will be

communicated in advance in accordance with Section 2.6 of the Agreement.

6.2 Customer Feedback

Aclymate welcomes Customer feedback regarding the Services and will consider such feedback in its product development roadmap. Feedback may be submitted via the in-application support tool, by email, or through the Customer's Account Lead (for Turn Key clients).

6.3 SLA Review

Aclymate may update this SLA from time to time to reflect improvements in service capabilities or changes in operational practices. Material changes will be communicated to Customer with at least thirty (30) days' prior written notice in accordance with Section 14.9 of the Agreement.

7. GENERAL

7.1 Conflict

In the event of any conflict between this SLA and the Agreement with respect to service level commitments and remedies, this SLA controls.

7.2 Governing Law

This SLA is governed by the same governing law and dispute resolution provisions as the Agreement (Colorado law, Denver courts).

7.3 Incorporation

This SLA is incorporated into the Agreement by reference and is subject to all terms and conditions of the Agreement, including limitation of liability, indemnification, and termination provisions.

APPENDIX A: SERVICE LEVEL SUMMARY

Commitment	Target	Applies To
Platform Uptime	99.5% monthly	All tiers
Planned Maintenance Window	7 PM – 7 AM MT, 48-hour notice	All tiers
Critical Support Response	1 Business Day / 8 Bus. Hours / 4 Bus. Hours	Starter / Professional / Turn Key
High Support Response	2 Business Days / 1 Bus. Day / 8 Bus. Hours	Starter / Professional / Turn Key
Medium Support Response	3 / 2 / 1 Business Days	Starter / Professional / Turn Key
Low Support Response	5 / 3 / 2 Business Days	Starter / Professional / Turn Key
Turn Key Onboarding	10 Business Days from first payment	Turn Key only
Turn Key Monthly Data Processing	15 Business Days from month close	Turn Key only
Carbon Offset Procurement	10 Business Days from authorization	Turn Key only

Quarterly Business Reviews	Quarterly	Turn Key only
Disaster Recovery RTO	24 hours	All tiers
Disaster Recovery RPO	24 hours	All tiers
Max Monthly Service Credit	10% of monthly Fee	All tiers
Max Monthly Turn Key Service Credit	30% of monthly Fee	Turn Key

This Service Level Agreement is effective as of the Effective Date of the first Order Form executed by Customer, or the date Customer first accesses or uses any Aclymate Service, whichever occurs first.

[END OF SERVICE LEVEL AGREEMENT]