

## MOTIF SYSTEMS SERVICE LEVEL AGREEMENT

Last Updated: March 31<sup>st</sup>, 2026

If provided for in the applicable Order Form entered into between Motif and Customer, this Service Level Agreement (“**SLA**”) supplements and is incorporated by reference into the Motif Systems Master Subscription Services Agreement accessible via Motif’s legal page located at <https://motif.io/legal.html> (the “**Agreement**”) entered into between Motif and Customer. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement. “**Customer**” means the organization and/or or entity specified on the applicable Order Form submitted by, or on behalf of, such organization and/or entity for the purchase of a subscription license to access the SaaS Application. **FOR THE AVOIDANCE OF DOUBT, THIS SLA DOES NOT APPLY TO ANY TRIAL VERSIONS.**

### 1. Definitions

“**Uptime Percentage**” means the total number of minutes in a calendar quarter, minus the number of minutes of Downtime in such quarter, divided by the total number of minutes in such quarter.

“**Downtime**” is the total accumulated minutes during a calendar quarter during which the SaaS Application is Unavailable, but excluding any Unavailability that results from any of the Exclusions.

“**Unavailable**” or “**Unavailability**” means the SaaS Application was not available to Customer in material conformance with the specifications set forth in the Documentation.

“**Exclusions**” means any unavailability, suspension, or termination of the SaaS Application, or any other Motif Service issues resulting from: (a) Customer’s equipment, software, or other technology and/or third party equipment, software, or other technology (other than third party equipment within Motif’s direct control); (b) the action or inaction of Customer or any third party not under Motif’s direction or control; (c) force majeure event or internet access or related problems beyond the demarcation point of the SaaS Application; (d) scheduled or agreed upon maintenance; (e) Motif’s suspension of the provision of the SaaS Application to Customer in accordance with Section 2.8 **Error! Reference source not found.** of the Agreement, for example, a suspension based on breach of the Agreement; (f) Trial Versions; or (g) other reasons beyond Motif’s control.

### 2. Availability

During the Subscription Term, Motif will use commercially reasonable efforts to make the SaaS Application available for an Uptime Percentage of 99.9% as detailed in this SLA, measured quarterly (the “**Service Commitment**”). For the avoidance of doubt, Trial Versions and/or beta or free versions of the SaaS Application provided free of charge are not included or eligible for SLA claims or credits.

### 3. Remedies

- (a) Downtime Credits. For a given calendar quarter in which the Service Commitment is not met, Customer will be eligible to receive a credit as described in the table below (“**Downtime Credit**”) that may be applied to a future invoice or payment under the Agreement. Except to the extent caused by any Exclusion, Downtime will begin to accrue upon Unavailability of the SaaS Application (as documented in accordance with this Section), and continues until the availability of the SaaS Application is restored. To receive a Downtime Credit, within 30 days following the quarter in which the Downtime occurred, Customer must submit a written request for such Downtime Credit that includes a description of the time interval of unavailability and to what extent the service was unavailable. Customer unconditionally waives any and all claims for Downtime Credits that are not made during the aforementioned period. Provided that (i) such written request by Customer meets the requirements of this Section; and (ii) Motif determines that a Downtime Credit is applicable based on a failure to

meet the Service Commitment, Motif will apply the Downtime Credit within 45 days of Motif's receipt of such written request from Customer. Such Downtime Credits may not be redeemed for cash and are not cumulative beyond a total of credits for more than 50% of SaaS Application fees in any calendar quarter. Downtime Credits expire without refund 12 months from issuance or upon expiration or termination of this Agreement.

- (b) **Sole and Exclusive Remedy.** Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Motif to meet the Service Commitment is (i) the receipt of a Downtime Credit (if eligible) in accordance with the terms of this Section, (ii) the remedy provided in Section 9.1 of the Agreement, (iii) Customer's termination right set forth in Section 3(b) of this SLA, and (iv) Customer's right to terminate the Agreement in accordance with Section 7.3 **Error! Reference source not found.**(a) of the Agreement.

<b>Monthly Uptime Percentage</b>	<b>Service Credit</b>
< 99.9% but equal to or greater than 99.5%	10%
< 99.5%	25%
< 95.0%	50%

#### **4. Modifications**

Motif may modify the terms of this SLA at any time; provided that, the modifications shall not materially diminish the SLA levels during the Customer's then-current Subscription Term. Motif will provide Customer reasonable prior notice (via email) of any modifications to the SLA. The most current version of this SLA is accessible via Motif's legal page located at <https://motif.io/legal.html>.