Crystal aOS Service Level Agreement

1 This version: 16 April 2026 v1.0. Last updated: 16 April 2026 v1.0. Previous versions: None. Originally issued: 16 April 2026.

2 This Crystal aOS Service Level Agreement (**SLA**) describes the service level commitments of Agentic Assets Ops (Aus) Pty Ltd (**Agentic**) in connection with the Client's use of the Services. Capitalised terms used but not defined in this SLA have the meanings given to them in the Crystal aOS Master Agreement (**Agreement**). This SLA is incorporated into the Agreement by reference.

Scope

3 This SLA applies to Crystal aOS (available at https://app.crystalaos.ai/) during the Client's Subscription Term. This SLA does not apply to:

a) Services provided during a Free Trial;

b) Third Party Products and Services accessed via Crystal aOS;

c) third-party language model provider availability;

d) any connected third-party API or MCP Server; or

e) any Client On-Premises Deployment components that are not hosted or managed by Agentic.

Uptime

4 **Guarantee**. During the Subscription Term, Agentic commits to a monthly Uptime of 99.5% (**Guaranteed Uptime**). Guaranteed Uptime is calculated on a calendar month basis. If Guaranteed Uptime is not met during any given calendar month, the Client will be eligible to receive the Credits described in clause 8 below.

5 **Uptime Calculation**. Uptime is calculated as follows:

Uptime % = ((Total Minutes in Month – Downtime) / Total Minutes in Month) x 100

Where:

Total Minutes in Month means the total number of minutes in the applicable calendar month.

Downtime means the total minutes in a given calendar month during which Crystal aOS is materially unavailable to the Client, as measured by Agentic's monitoring systems. Downtime does not include any unavailability resulting from or attributable to:

a) Scheduled Maintenance;

b) Emergency Maintenance, provided that Agentic uses commercially reasonable endeavours to provide advance notice where practicable;

c) any use of the Services by the Client or its Authorized Users not in accordance with the Agreement or applicable documentation;

d) the unavailability, degradation, or failure of any third-party service, including

third-party LLM providers, APIs, MCP Servers, cloud hosting providers, authentication providers, or internet service providers;

e) Client-side network, infrastructure, or connectivity issues;

f) denial-of-service attacks, security incidents, or other events beyond Agentic's reasonable control;

g) Client-initiated actions including misconfiguration, excessive API calls beyond documented rate limits, or actions that trigger automated platform protections; or

h) force majeure events as described in the Agreement.

Scheduled maintenance

6 **Scheduled Maintenance** means planned maintenance windows during which the Services may be temporarily unavailable. Agentic shall:

a) provide at least forty-eight (48) hours' prior notice of Scheduled Maintenance via the Crystal aOS status page (status.crystalaos.ai) and, where practicable, via in-app notification;

b) use commercially reasonable endeavours to schedule maintenance during periods of low usage; and

c) use commercially reasonable endeavours to limit Scheduled Maintenance to no more than four (4) hours per calendar month in aggregate.

7 **Emergency Maintenance** means unplanned maintenance required to address a security vulnerability, critical defect, or other condition that poses an immediate risk to the integrity, security, or availability of the Services. Agentic shall provide notice of Emergency Maintenance as soon as reasonably practicable and shall use commercially reasonable endeavours to minimise the duration of any disruption.

Service Credits

8 **Service Credits Calculation**. If Guaranteed Uptime is not met in a given calendar month, the Client may claim a credit against future Fees (**Service Credit**) in accordance with the following schedule:

Monthly Uptime	Service Credit (Fees)	Service Credit (Credits)
99.5% – 100%	None	None
99.0% – 99.49%	5% of monthly Fees	5% of monthly Credits
95.0% – 98.99%	10% of monthly Fees	10% of monthly Credits

90.0% – 94.99%	20% of monthly Fees	20% of monthly Credits
Below 90.0%	30% of monthly Fees	30% of monthly Credits

For the purpose of calculating Service Credits, **monthly Fees** means the Fees attributable to the affected calendar month. Where Fees are paid annually or on a non-monthly basis, the monthly amount shall be calculated by dividing the total Fees for the applicable Subscription Term by the number of months in that term. Service Credits in Credits shall be calculated by reference to the Client's applicable Credits Tier allocation divided by the number of months in the Subscription Term.

9 **Claiming Service Credits**. To receive a Service Credit, the Client must submit a request via the in-app Support channel within thirty (30) days after the end of the calendar month in which Guaranteed Uptime was not met. The request must include:

a) the affected calendar month;

b) a description of the Downtime experienced; and

c) any supporting information reasonably available to the Client.

Failure to submit a valid request within the thirty (30) day period shall forfeit the Client's right to a Service Credit for that month.

10 Agentic shall validate the request against its Uptime monitoring data and, if the claim is confirmed, apply the applicable Service Credit to the Client's next invoice or Credit balance within twenty (20) days of validation. If Agentic disputes the claim, the Parties shall work together in good faith to resolve the dispute, with Agentic's monitoring data being the primary (but not sole) reference for determining Uptime. If the Parties cannot resolve the dispute in good faith, the dispute will be referred to arbitration in accordance with the Agreement.

11 **Service Credits Caps and Limitations**. Service Credits are subject to the following limitations:

a) the maximum aggregate Service Credits that the Client may claim in any single calendar month shall not exceed thirty percent (30%) of the Fees attributable to that month;

b) Service Credits have no cash value and may not be redeemed for a refund, except upon termination of the Agreement for Agentic's material breach as set out in the Agreement;

c) Service Credits may not be carried forward beyond the current Subscription Term or transferred to another Client or Crystal aOS Account; and

d) Service Credits shall not be applied to Fees or Credits attributable to Third Party Products and Services, third-party LLM provider costs, or any third-party costs passed through to the Client.

12 **Chronic Underperformance**. If Guaranteed Uptime is not met for three (3) or more

calendar months within any rolling six (6) month period (**Chronic Underperformance**), the Client may, in addition to claiming Service Credits, terminate the affected Order Form upon thirty (30) days' written notice to Agentic, provided that such notice is given within thirty (30) days of the end of the calendar month in which the third failure occurs. Upon termination under this clause, the Client shall be entitled to a pro-rata refund of any prepaid, unused Fees attributable to the remainder of the Subscription Term. Termination under this clause does not limit any other rights or remedies available to the Client under the Agreement.

13 **Exclusive Remedy**. Subject to clause 12 (Chronic Underperformance) and the Client's termination rights under the Agreement, the Service Credits described in this SLA are the Client's sole and exclusive remedy, and Agentic's sole and exclusive liability, for any failure to meet Guaranteed Uptime. For the avoidance of doubt, this exclusive remedy provision does not limit the Client's rights in respect of any other breach of the Agreement that is not a failure to meet Guaranteed Uptime.

Status Page and Transparency

14 Agentic shall maintain a publicly accessible status page at https://app.crystalaos.ai/status (or such other URL as Agentic may notify to the Client) that displays:

a) current operational status of Crystal aOS and its major components;

b) historical Uptime data for at least the preceding twelve (12) months;

c) Scheduled Maintenance windows; and

d) active and resolved incidents.

15 The status page is provided for informational purposes and, in the event of any discrepancy between the status page and Agentic's internal monitoring data, Agentic's internal monitoring data shall prevail for the purposes of calculating Uptime under this SLA.

Support Response Times

16 In addition to the Uptime commitment, Agentic commits to the following initial response times for support requests submitted via the in-app Support channel during the Subscription Term:

Severity	Description	Initial Response
Critical	Services unavailable or AI safety incident with risk of harm	1 hour (24/7)
High	Material feature degradation; Workflows or agents failing	4 business hours

Medium	Non-critical feature issue; workaround available	1 business day
Low	General enquiry, feature request, or minor cosmetic issue	2 -5 business days

17 Initial response times are measured from the time the support request is received by Agentic via the in-app Support channel. **Business hours** means 9:00 AM to 6:00 PM Australian Eastern Time (AET/AEDT), Monday to Friday, excluding Australian public holidays, unless otherwise agreed in the applicable Order Form. For clarity, initial response time commitments relate to acknowledgment and triage of the support request, not to resolution.

Amendments

18 Agentic may update this SLA from time to time. Any update that materially reduces the Guaranteed Uptime percentage or Service Credit entitlements shall not take effect until the commencement of the Client's next Subscription Term. Agentic shall provide at least thirty (30) days' prior written notice of any such material change. Non-material updates (such as clarifications, formatting changes, or additional exclusions that align with industry practice) may take effect upon publication to the Crystal aOS status page or in-app notification.