SAAS SUBSCRIPTION AGREEMENT

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This SaaS Subscription Agreement ("Agreement") is entered into as of the **Effective Date** set forth in the applicable Order Form, by and between **OmnifiCX, Inc.**, a Delaware corporation with offices located at 16192 Coastal Highway, Lewes, Delaware 19958 ("OmnifiCX", "Company", "we", "our", "us") and you, the Licensee ("Customer", "you", "your").

By executing an Order Form referencing this Agreement, or by accessing or using the services under this Agreement, you agree to be bound by all terms herein. If you do not agree, do not subscribe, access, or use the services.

1.0   DEFINITIONS

For purposes of this Agreement, the following terms will have the meanings set forth below:

1.1   **"Service"** means the SaaS-based software, functionality, features, modules, integrations, APIs, tools, or any part thereof, provided by OmnifiCX over the internet, together with related documentation, enhancements, upgrades, support/maintenance, hosting, and other services as ordered.

1.2   **"Order Form"** means an ordering document, quote, invoice or other written or electronic order submitted by Customer for the Service, which references this Agreement, specifying among other things the Service modules, subscription term, usage metrics, fees, payment terms, support level, and any other special terms.

1.3   **"Subscription Term"** means the period during which Customer is licensed to access and use the Service under the particular Order Form, including any renewal periods.

1.4   **"Usage Metrics"** means the limits or measures of usage specified in the Order Form (e.g. number of users / seats, transactions, storage, data volumes, API calls, etc.).

1.5   **"Support Services"** means the maintenance, upgrades, patches, error corrections, and technical assistance provided by OmnifiCX as specified in the Order Form or as per the Support Schedule.

1.6   **"Confidential Information"** means all non-public information disclosed by one party to the other in connection with this Agreement, whether written, oral or through observation, including business, operations, technology, software, data (including Customer Data), pricing, customer lists, product roadmaps, or other proprietary information.

1.7   **"Customer Data"** means all data, content, information, materials submitted, uploaded or otherwise provided by you or your users, or collected via your use of the Service.

1.8   **"Documentation"** means the user guides, help files, technical specifications, manuals or other descriptive materials made available by OmnifiCX, whether in printed, electronic or online form, describing the features, functions, or use of the Service.

2.0 GRANT OF RIGHTS & LICENSE

2.1 License Grant. Subject to the terms of this Agreement (including payment and compliance with Usage Metrics), OmnifiCX grants you a non-exclusive, non-transferable (except as permitted herein), non-sublicensable, revocable right to access and use the Service during the Subscription Term, solely for your internal business purposes, in accordance with this Agreement and the Documentation.

2.2 Scope & Territory. Unless otherwise agreed in the Order Form, the rights granted are worldwide, except to the extent restricted by applicable export control laws. You may use the Service only in the Territory and in compliance with such laws.

2.3 Usage Limits. You shall comply with the Usage Metrics set out in the Order Form. If your usage exceeds those metrics, OmnifiCX has the right to require that you purchase additional capacity or restrict use until upgrade.

2.4 Trial or Evaluation Use. If Customer is provided access to the Service for evaluation, pilot, or trial purposes, such use shall be limited to the duration specified by OmnifiCX and is provided "as-is" without warranties, support, or indemnification. Either party may terminate trial access at any time without liability. Unless otherwise agreed in writing, any data submitted or generated during the trial period may be deleted immediately upon termination of the trial.

3.0 CUSTOMER RESPONSIBILITIES & RESTRICTIONS

Customers agree with the following:

3.1 Use the Service only for lawful purposes and not in violation of any applicable law, regulation, or third-party rights.

3.2 Not reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Service, except to the extent permitted by mandatory applicable law (and only if no other remedy exists).

3.3 Not use the Service to provide services to third parties (such as a service bureau or hosting for others), unless expressly permitted in writing by OmnifiCX.

3.4 Not circumvent or disable any technological or license control or security features of the Service.

3.5 Maintain adequate security of your accounts, passwords, user credentials, for which you are responsible; immediately notify OmnifiCX if you become aware of any unauthorized access or breach.

3.6   Provide accurate registration, billing, and contact information; ensure your equipment, network and environment meet any technical requirements.

3.7   **Usage Monitoring:** OmnifiCX may monitor usage of the Service through automated telemetry to ensure compliance with the Agreement and applicable Usage Metrics. Customer shall not interfere with or disable such monitoring. Any attempt to block telemetry may result in immediate suspension or termination of the Service.

4.0   SERVICE DELIVERY, HOSTING & AVAILABILITY

4.1   **Provisioning & Access.** OmnifiCX will make the Service accessible over the internet in accordance with the Order Form. OmnifiCX will use commercially reasonable efforts to provision new accounts, deliver onboarding, etc., as per the schedule agreed.

4.2   **Hosting & Infrastructure.** The Service will be hosted on infrastructure selected by OmnifiCX (e.g. cloud providers), and OmnifiCX will use reasonable care to ensure appropriate redundancy, security, monitoring, backups, disaster recovery, and high availability as defined in the SLA (if applicable).

4.3   **Service Level Commitment.** OmnifiCX shall use commercially reasonable efforts to ensure 99.5% Monthly Uptime. If OmnifiCX fails to meet this commitment, Customer shall be entitled to service credits as defined in **Schedule A – Service Level Agreement (SLA)**. If an SLA is included or referenced in the Order Form, OmnifiCX will use reasonable commercial efforts to meet the uptime, support response, performance metrics, and other commitments in that SLA. Remedies for failure (credits, etc.) will be as set out in the SLA.

4.4   **Maintenance & Scheduled Downtime.** OmnifiCX may schedule regular maintenance or upgrades; it will use reasonable advance notice where possible. Emergency maintenance may occur without notice but OmnifiCX will aim to minimize disruption.

4.5   **Beta Features.** OmnifiCX may offer access to beta, pilot, or experimental features ("Beta Features") for evaluation purposes. Beta Features are provided "as-is" without warranties, support, or service level commitments. OmnifiCX may discontinue Beta Features at any time without notice.

4.6   **Business Continuity and Disaster Recovery.** OmnifiCX shall maintain and regularly test disaster recovery and business continuity plans designed to ensure timely recovery of the Service in the event of a major system failure, disaster, or other interruption. These plans shall include data backup procedures, failover capabilities, and defined recovery time objectives (RTOs) and recovery point objectives (RPOs). OmnifiCX shall make summaries of such plans available upon Customer's written request.

5.0 FEES, PAYMENT & TAXES

5.1 Fees & Payment. You shall pay all Fees set forth in the Order Form. Unless otherwise provided, Fees are due in advance (monthly or annually) and non-refundable.

5.2 Late Payments. If payment is not received by the due date, OmnifiCX may charge interest on overdue amounts at the rate of 1.5% per month (or maximum allowed by law), and may suspend access to the Service until payment (including interest) is made.

5.3 Fee Increases. OmnifiCX may increase its fees upon renewal, in accordance with any notice period specified in the Order Form. If no notice period is specified, OmnifiCX shall provide at least thirty (30) days' prior written notice of any fee increase.

5.4 Taxes, Duties, and Withholdings. You are responsible for all taxes, duties, assessments, or similar governmental charges imposed on the transaction, except taxes based on OmnifiCX's net income. If you claim exemption, you will provide appropriate documentation.

5.5 Currency & Invoices. Unless otherwise agreed, fees shall be paid in U.S. Dollars. OmnifiCX will issue invoices electronically or in such format as agreed; you shall pay in full without offset or deduction (unless required by law).

6.0 CONFIDENTIALITY & DATA PROTECTION

6.1 Confidentiality. Each party shall protect the other's Confidential Information using at least the same standard of care it uses to protect its own, but no less than reasonable care. The receiving party shall not use or disclose Confidential Information except as permitted under this Agreement or with the prior written consent of the disclosing party.

6.2 Customer Data Ownership. You retain all ownership and intellectual property rights in your Customer Data. OmnifiCX acquires no rights in your Customer Data beyond what is necessary to provide and support the Service.

6.3 Use of Data. OmnifiCX may collect non-identifying aggregated usage data (e.g., for analytics, service improvements) so long as it does not identify you or your end users; provided that such data is not Confidential Information.

6.4 Privacy & Legal Compliance. OmnifiCX will comply with applicable privacy laws and regulations regarding processing of personal data in Customer Data, such as GDPR, CCPA, or others as applicable to your jurisdiction.

6.5 Data Security. OmnifiCX will implement and maintain administrative, physical, technical controls to protect Customer Data from unauthorized access, loss, or damage. This includes

encryption in transit and at rest, logical separation of data, authentication controls, backup and restoration.

6.6 **Subprocessors.** OmnifiCX may use subcontractors and subprocessors to provide parts of the Service, including for hosting, support, and analytics. OmnifiCX shall enter into written agreements with such subprocessors imposing data protection obligations substantially similar to those in this Agreement. OmnifiCX shall maintain a current list of subprocessors and shall notify Customer at least ten (10) business days in advance of adding a new subprocessor, giving Customer an opportunity to reasonably object. If Customer objects on reasonable grounds, the parties shall discuss a mutually acceptable resolution; if none is found, Customer may terminate the Agreement with a prorated refund of prepaid fees.

6.7 **Data Breach Notification.** OmnifiCX shall notify you without undue delay (and in any event as required by applicable law) of any breach of security that materially affects the confidentiality, integrity or availability of Customer Data.

6.8 **Data Return or Deletion.** Upon termination or expiration of the Subscription Term, OmnifiCX will, upon your request, return or provide a machine-readable copy of Customer Data, and/or securely delete it, in accordance with the data retention policy, subject to Fees.

6.9 **Data Breach Remediation.** In the event of a data breach caused by OmnifiCX's failure to comply with its security obligations, OmnifiCX shall reimburse Customer for reasonable and documented costs incurred for forensic investigation, regulatory notifications, credit monitoring, and customer support, unless caused by Customer's gross negligence or willful misconduct.

6.10 **Data Portability.** Upon termination, Customer may request that OmnifiCX assist in transitioning Customer Data to a replacement solution. OmnifiCX shall provide reasonable transition assistance, subject to a separate agreement or applicable fees, and provided that Customer has paid all outstanding amounts.

7.0   EXPORT CONTROL AND COMPLIANCE

7.1 **Export Laws.** You agree to comply with all applicable U.S. and international export control and sanctions laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC) sanctions programs, and similar laws of other relevant jurisdictions.

7.2 **Restrictions.** Without limiting the foregoing, you represent and warrant that you are not located in, under control of, or a national or resident of any country subject to U.S. government embargo or export sanctions, and you are not listed on any U.S., EU, or international prohibited persons lists.

7.3 **Transfer or Re-export.** You will not export, re-export, or transfer the Service, software, or any underlying technology, directly or indirectly, without all required governmental licenses or authorizations.

7.4 **Use Restrictions.** You agree not to use the Service for any prohibited end-uses (e.g., nuclear, missile, chemical or biological weaponry, or any illegal activity) or with any prohibited parties under applicable law.

8.0 WARRANTIES; DISCLAIMER

8.1 **Company Warranty.** OmnifiCX warrants that:
   a) it has the legal right to enter into this Agreement and to grant you the rights granted herein;
   b) the Service, when used in accordance with Documentation and this Agreement, will perform substantially in accordance with the service levels (if any) set forth in the SLA.

8.2 **Disclaimer of Other Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTION 8.1, OMNIFICX DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR ANY WARRANTY ARISING FROM COURSE OF DEALing, USAGE OR TRADE.

9.0 LIMITATION OF LIABILITY

9.1 **Exclusion of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OMNIFICX, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 **Aggregate Liability Cap.** OMNIFICX'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT DURING ANY TWELVE (12) MONTH PERIOD SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO OMNIFICX DURING THAT SAME TWELVE (12) MONTH PERIOD, except insofar as such limitation is unenforceable under applicable law.

9.3   Exceptions. The limitations above do not apply to:
   a)   liability for your payment obligations under this Agreement;
   b)   liability arising from death or personal injury caused by OmnifiCX's negligence;
   c)   liability arising from fraud, willful misconduct;
   d)   liability for infringement of intellectual property rights;
   e)   other liabilities that cannot be limited under applicable law.

10.0   INDEMNIFICATION

10.1   By Customer. Customer will indemnify, defend, and hold harmless OmnifiCX, its affiliates, officers, directors, employees and licensors from and against any third-party claims, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of:
   a)   your breach of this Agreement;
   b)   your misuse of the Service;
   c)   your violation of any applicable laws (including export control, data protection, IP laws);
   d)   Customer Data, content, or actions by your users or subcontractors.

10.2   By OmnifiCX. OmnifiCX will indemnify, defend, and hold harmless Customer against any claim by a third party that the Service as supplied by OmnifiCX (excluding modifications by you or third parties, or use outside of Documentation) infringes any U.S. patent, copyright, trademark, or trade secret, provided that you:
   a)   give OmnifiCX prompt written notice of the claim;
   b)   give OmnifiCX sole control of defense and settlement (provided no settlement imposes obligations on you without your consent);
   c)   provide reasonable assistance at OmnifiCX's expense.

11.0   TERM, RENEWAL, SUSPENSION & TERMINATION

11.1   Term. This Agreement begins on the Effective Date of the first Order Form accepted by both parties and continues for the Subscription Term(s) as specified in each Order Form.

11.2   Renewal. Unless otherwise specified in the Order Form, subscription terms renew automatically for additional periods equal to the original term ("Renewal Term") unless either party gives written notice of non-renewal at least 60 days prior to the end of the then-current term.

11.3 **Suspension.** OmnifiCX may suspend your access to the Service immediately, without liability to you, upon notice if:

a) you fail to pay Fees when due and the failure continues for more than 15 days after written notice;

b) you materially breach any provision of this Agreement and fail to cure such breach within 15 days after written notice;

c) there is a risk of misuse or security breach affecting the Service or OmnifiCX's obligations; or

d) OmnifiCX is required by law or governmental authority to suspend access.

11.4 **Termination.** Either party may terminate this Agreement:

a) For convenience, **only if expressly permitted in the Order Form**, by providing sixty (60) days' prior written notice. Termination for convenience shall not relieve either party of its obligations that have accrued prior to the effective termination date, including payment obligations;

b) immediately if the other party materially breaches this Agreement and fails to cure within 30 days after written notice;

c) immediately in the event of insolvency or bankruptcy of the other party;

d) as otherwise provided in this Agreement.

11.5 **Termination for SLA Breach.** Customer may terminate this Agreement upon fifteen (15) days' written notice if OmnifiCX fails to meet the Monthly Uptime Percentage for three (3) consecutive months, as defined in the SLA. Upon such termination, OmnifiCX shall refund any prepaid fees for the unused portion of the Subscription Term.

11.6 **Effect of Termination.** Upon termination or expiration:

a) you shall stop using the Service and delete or return all copies of any software, Documentation, confidential materials;

b) OmnifiCX will provide (if requested within a specified period) a copy or export of Customer Data in a machine-readable format;

c) outstanding payment obligations survive, including any Fees that accrued before termination;

d) Sections on Confidentiality, Data Protection, Indemnification, Limitation of Liability, and Governing Law survive.

11.7 **Data Retention and Retrieval.** Upon termination or expiration of the Subscription Term, OmnifiCX shall retain Customer Data for a period of sixty (60) days. During this period, Customer may request a machine-readable copy of its data. After this period, OmnifiCX may delete the data unless otherwise agreed. OmnifiCX may charge a reasonable fee for data retrieval beyond the 60-day window.

11.8 **Survival:** Any provision of this Agreement which by its nature should survive termination or expiration will so survive, including but not limited to Sections: Fees, Payment & Taxes; Confidentiality & Data Protection; Intellectual Property Rights; Limitation of Liability; Indemnification; Termination Effects; Governing Law & Jurisdiction; Third-party Components; Audit Rights; Survival itself.

12.0 INTELLECTUAL PROPERTY RIGHTS

12.1 **Company Ownership.** OmnifiCX or its licensors retain all right, title and interest in and to the Service, software, Documentation, designs, inventions, patents, copyrights, trade secrets, trademarks, modifications, and all derivative works thereof. No rights are transferred except as expressly granted under this Agreement.

12.2 **Customer Ownership.** You retain all ownership rights in Customer Data; you grant to OmnifiCX a limited license to use, reproduce, transmit, display or process your Customer Data to the extent needed to provide, support, host, maintain, back up, and improve the Service.

12.3 **Feedback and Aggregated Data.** Customer hereby grants OmnifiCX a worldwide, perpetual, irrevocable, royalty-free, and sublicensable license to use, reproduce, modify, incorporate, and otherwise exploit any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its users relating to the Service ("Feedback") for any purpose, without any obligation or compensation to Customer. OmnifiCX may also collect and use aggregated and anonymized data derived from Customer's use of the Service for purposes of analytics, benchmarking, product improvement, and other internal business purposes, provided that such data does not identify Customer or any individual user and does not include any Customer Confidential Information.

12.4 **Source Code Escrow.** At the request of Customer and subject to additional fees, OmnifiCX shall deposit the source code and build instructions for the Service with a mutually agreed third-party escrow agent under a separate escrow agreement. Release conditions shall include permanent discontinuation of support or insolvency of OmnifiCX.

13.0 THIRD-PARTY COMPONENTS

If the Service incorporates third-party software, Open Source components, or any software licensed by OmnifiCX from others, those components are licensed to you under their respective terms. OmnifiCX makes no additional warranty for those components beyond what is provided under their respective licenses. OmnifiCX shall not be liable for any third-

party applications or services integrated with the Service. Customer assumes all risks associated with such integrations and is responsible for obtaining necessary licenses and consents. OmnifiCX disclaims all warranties and liabilities arising from third-party applications.

14.0 INSURANCE

OmnifiCX shall maintain commercially reasonable insurance coverage, including cyber liability and professional indemnity insurance, during the term of this Agreement.

15.0 PUBLICITY & MARKETING

OmnifiCX may use Customer's name and logo in marketing materials only upon prior written approval from Customer.

16.0 WARRANTY DISCLAIMER & NO OTHER WARRANTIES

Except as expressly provided in Section 8, the Service is provided "as is" and "as available." OmnifiCX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. You assume all risk for use of the Service.

17.0 GENERAL PROVISIONS

17.1 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of **Delaware**, United States, unless otherwise agreed in the Order Form.". Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **New Castle County**, Delaware. The parties irrevocably submit to the personal jurisdiction of these courts.

17.2 **U.S. Government Use.** The Service is provided as a "commercial item" as defined in FAR 2.101 and is subject to the restrictions set forth in FAR 12.211 and 12.212 and DFARS 227.7202. Use by the U.S. Government is subject to these terms.

17.3 **Anti-Corruption and Compliance.** Each party agrees to comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. Neither party shall offer, promise, give or accept any undue financial or other advantage in connection with the performance of this Agreement.

17.4 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed or limited to the minimum extent necessary so that the remaining provisions remain in full force and effect.

17.5 **Entire Agreement.** This Agreement (including all Order Forms) constitutes the entire agreement between you and OmnifiCX regarding your subscription to the Service, and supersedes all prior or contemporaneous agreements, discussions, proposals, or representations, whether written or oral, relating to the subject matter hereof. Any amendment must be made in writing and signed by authorized representatives of both parties.

17.6 **Assignment.** You may not assign or transfer your rights or obligations under this Agreement without OmnifiCX's prior written consent. OmnifiCX may freely assign this Agreement (or rights under it) to affiliates, successors, or acquirers, provided such assignee agrees to be bound by this Agreement.

17.7 **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by hand, courier, registered mail, electronic mail (with proof of receipt), or such other method as agreed, to the addresses specified in the Order Form or otherwise communicated. Notices to OmnifiCX shall be sent to its principal office at 16192 Coastal Highway, Lewes, Delaware 19958 or such other address as OmnifiCX may designate.

17.8 **Force Majeure.** Neither party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, governmental actions, pandemics, fire, flood, power failures, internet failures, or other force majeure events. The affected party will notify the other promptly and make reasonable efforts to mitigate the effects. If a force majeure event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice.

17.9 **Audit Rights.** OmnifiCX may audit Customer's use of the Service no more than once per calendar year, upon thirty (30) days' prior written notice, during normal business hours, and subject to reasonable confidentiality obligations. If such audit reveals you have exceeded licensed usage, you shall pay for such excess use at OmnifiCX's then current rates, plus audit costs. If such audit reveals that Customer has exceeded the Usage Metrics, Customer shall promptly purchase additional subscriptions to cover actual usage at OmnifiCX's then-current rates. If the excess usage exceeds 10% of the licensed amount, Customer shall also reimburse OmnifiCX for reasonable costs of the audit.

17.10 **Relationship of Parties.** Nothing contained in this Agreement shall be construed to create any partnership, joint venture, agency, or employment relationship between the parties.

17.11 Modification of Agreement. OmnifiCX may update this Agreement by providing thirty (30) days' prior written notice. If Customer objects to a material change, it may terminate the Agreement before the effective date of the change. Continued use of the Service after the effective date constitutes acceptance of the updated terms.

Schedule A – Service Level Agreement (SLA)

This Schedule A ("SLA") is incorporated by reference into the SaaS Subscription Agreement ("Agreement") between OmnifiCX, Inc. ("OmnifiCX") and Customer. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

1.0   DEFINITIONS

1.1   **"Monthly Uptime Percentage"** Means the total number of minutes in a calendar month, minus the number of minutes of Downtime, divided by the total number of minutes in that month, expressed as a percentage.

Monthly Uptime % = (Total minutes in month - Downtime minutes) / Total minutes in month × 100

1.2   **"Downtime"** Means the period during which the Service is not accessible or materially fails to operate in accordance with the Documentation, **excluding** any Scheduled Downtime, Excluded Downtime, or downtime due to Customer-side issues.

1.3   **"Scheduled Downtime"** Means planned maintenance or upgrades with at least **forty-eight (48) hours' notice** to Customer, typically scheduled during off-peak hours.

1.4   **"Excluded Downtime"** Means any unavailability due to:

- Force majeure events as defined in the Agreement;
- Acts or omissions of Customer, its users, or third-party service providers;
- Failures of Customer equipment, internet access, or networks;
- Suspension as permitted under the Agreement (e.g., overdue payments, security threats);
- Beta Features or trial/evaluation environments.

2.0   SERVICE COMMITMENT

OmnifiCX will use **commercially reasonable efforts** to make the Service available with a **Monthly Uptime Percentage of 99.5%**, measured on a calendar month basis (the "Uptime Commitment").

3.0   SERVICE CREDITS

"Service Credit" means a monetary credit, calculated as a percentage of the monthly subscription fee, that OmnifiCX may apply to a future invoice in the event that the Service fails to meet the Monthly Uptime Percentage commitment as defined in the SLA. Service

Credits are the Customer's sole and exclusive remedy for any failure by OmnifiCX to meet the uptime commitments under the Agreement.

3.1 Credit Schedule

Monthly Uptime Percentage	Credit Amount (% of Monthly Subscription Fee)
< 99.5% to ≥ 99.0%	5%
< 99.0% to ≥ 98.0%	10%
< 98.0% to ≥ 95.0%	20%
< 95.0%	30%

3.2 Credit Conditions

- Credits apply only to the specific month in which the Uptime Commitment was not met.
- To receive a credit, Customer must submit a **written request within fifteen (15) days** following the end of the affected month, including log files or details substantiating the claim.
- The maximum cumulative Service Credit in any given calendar quarter shall not exceed **30% of the total fees paid** for that quarter.
- Credits are **not refundable** and may only be applied to **future invoice(s)** under the Agreement.
- **Credits shall not be issued** if Customer is in breach of the Agreement or the Service was suspended for cause.

4.0 EXCLUSIONS FROM SLA COVERAGE

OmnifiCX shall not be responsible for SLA violations caused by:

a) Circumstances beyond OmnifiCX's reasonable control (force majeure);
b) Customer misuse, misconfiguration, or unauthorised modifications of the Service;
c) Failure of Customer's internet service, devices, software, or internal network;
d) Downtime resulting from beta, test, or trial use;
e) Any scheduled or emergency maintenance notified in accordance with this SLA;
f) Acts or omissions of third-party vendors not under OmnifiCX's direct control;
g) Denial-of-Service (DoS), ransomware, or similar cybersecurity attacks that could not reasonably have been prevented.

5.0 MAINTENANCE WINDOWS

- OmnifiCX will provide **at least forty-eight (48) hours' prior notice** for scheduled maintenance exceeding fifteen (15) minutes.
- Scheduled maintenance will typically occur during **low-traffic windows** (e.g., Saturdays between 12:00 a.m. and 4:00 a.m. UTC).
- Emergency maintenance may occur **without prior notice**, but OmnifiCX will use commercially reasonable efforts to notify Customer as soon as practicable.

6.0   MONITORING AND REPORTING

OmnifiCX shall monitor the Service using automated tools and maintain logs of uptime and downtime events. Upon Customer's request, OmnifiCX will provide a monthly uptime report.

7.0   TERMINATION FOR REPEATED SLA FAILURES

If OmnifiCX fails to meet the Uptime Commitment for **three (3) consecutive months**, Customer may terminate the Agreement for cause in accordance with **Section 11.5** of the Agreement, and shall be entitled to a **pro rata refund** of prepaid, unused Fees.

8.0   DISCLAIMER & EXCLUSIVE REMEDY

Except as expressly set forth in this SLA, **OmnifiCX makes no representations or warranties** regarding uptime, availability, or performance of the Service. The Service Credits described herein are **Customer's sole and exclusive remedy** for any unavailability, inaccessibility, or performance degradation of the Service under this SLA.

9.0   MODIFICATIONS TO SLA

OmnifiCX reserves the right to amend this SLA upon at least **thirty (30) days' prior written notice**. Continued use of the Service after the effective date of an SLA change shall constitute acceptance.

10.0   CONTACT FOR SLA CLAIMS

All SLA-related claims must be submitted in writing to:
_____ **Department**
OmnifiCX, Inc.

16192 Coastal Highway
Lewes, Delaware 19958
Email: _____
Subject: **SLA Credit Request**

SAAS SUBSCRIPTION AGREEMENT   Confidential   _____, 2025