

Updated: November 30<sup>th</sup>, 2023

## SUPPORT SERVICES AND SERVICE LEVEL APPENDIX

**THIS SUPPORT SERVICES AND SERVICE LEVEL APPENDIX** (this “**Appendix**”) is made as of the Effective Date the Customer and ONE WEALTH TECHNOLOGIES INC. (“**Vendor**”).

### 1. SCOPE

This Agreement outlines the scope of support services and service level obligations of the Vendor (collectively “**Support Services**”) as part of the Services under the Software-as-a-Service Agreement (the “**SaaS Agreement**”) and any Software-as-a-Service Order Forms (each, an “**Order Form**”, and collectively, the “**Order Forms**”, and collectively with the SaaS Agreement, the “**Agreement**”) executed on or following the Effective Date between the Parties. This Appendix attaches to and forms part of the terms of the Agreement and any capitalized words or phrases not specifically defined under this Appendix shall have the meanings assigned to them under the Agreement. This Appendix shall only apply to Services being provided by the Vendor in a production environment.

### 2. DEFINITIONS

In this Appendix, the following terms have the following meanings:

“**Available**” or “**Availability**” means that all Services are unaffected by any Service Incident(s) and are fully obtainable and accessible by all Users;

“**Downtime**” means any time during the calendar month, measured in minutes, during which the Services are not Available. Downtime shall:

- (a) Be deemed to commence at the point in time at which a third-party monitoring tool has determined Downtime to have commenced; and
- (b) Be deemed to conclude when the same third-party monitoring tool determines all Services are again Available.

“**Excluded Downtime**” means any time during the calendar month, measured in minutes, during which the Services were not Available attributable solely due to one or more of the following factors:

- (a) Maintenance performed by the Vendor during any scheduled maintenance period (“**Scheduled Downtime**”) so long as Vendor has provided the Customer with no less than ten (10) Business Days prior written notice of said Scheduled Downtime. Any notices provided pursuant to this Section shall include, without limitation, the time and expected duration of the Scheduled Downtime. Notwithstanding the foregoing, Scheduled Downtime: (i) shall only occur between the hours of 10:00 pm and 4:00 am ET and; (ii) may not exceed an aggregate total of 5 hours in any one calendar month;
- (b) A Force Majeure Event;
- (c) Any changes made by the Customer to the Customer Platform that impact the Availability of the Service where the Customer has not provided the Vendor with no less than thirty (30) Days advance notice of such changes;
- (d) Services, hardware or software provided by a third party;
- (e) Issues relating to the Customer Platform or the Customer’s username, password, log-in



information, network token or other log-in credentials through no fault of the Vendor;

- (f) Improper use, scaling or configuration of the OneVest Technology Platform or Services by the Customer or any Affiliates thereof; as determined by Vendor; or
- (g) Failure by the Customer or Affiliates thereof to follow appropriate security practices as described in the Agreement.

**"Resolution"** means such action, method, procedure, or other solution, as agreed to by the Parties acting reasonably, which restores the impacted Services to the functionality in place before the Service Incident was raised.

**"Response"** means the acknowledgement and internal assignment by the Vendor of a resource to the reported Service Incident and the commencement by such resource of an investigation of the reported Service Incident and ending with Resolution. For further clarity, should an acknowledgement be automated, it will include the designated contact person and resource assigned and responding to the Incident.

**"Resolution Time"** means the Vendor's applicable resolution time to a Security Incident, based on its Severity Level, as outlined under the *"Resolution Time SLR"* column in Section 4 below.

**"Response Time"** means the Vendor's applicable response time to a Security Incident, based on its Severity Level, as outlined under the *"Response Time SLR"* column in Section 4 below.

**"Service Incident"** means any event or circumstance which adversely impacts the operational use of the Services as more particularly described under Section 5 below.

**"Severity Level"** means the applicable severity level of a Security Incident as outlined under the *"Service Incident and Severity"* column in Section 4 below.

**"Monthly Uptime Percentage"** means the percentage of time during any given calendar month during which the Services were Available calculated in accordance with the following formula:

$$\frac{[Total\ minutes\ in\ the\ calendar\ month] - [Total\ minutes\ of\ Downtime] + [Total\ minutes\ of\ Excluded\ Downtime]}{[Total\ minutes\ in\ the\ calendar\ month]}$$

**"Service Credits"** means the Service Credits outlined in Section 6 below.

### 3. SUPPORT SERVICES

Support Services consist of:

- (a) Diagnosis and Resolution of Service Incidents so that the Services perform in all material respects as described in the applicable Order Form;
- (b) Assistance with support service requests submitted via the following services channels:(i) the Vendor's web-based support portal; and (ii) the Vendor's contact phone number;
- (c) Service channels are monitored and Service Incidents are actioned and resolved Monday – Friday from 8 a.m. – 6 p.m. (ET);
- (d) Where the Customer has purchased '24/7 Support', Service channels are monitored and Service Incidents are actioned and resolved 24 hours a day, 7 days a week. The Customer may purchase

‘24/7 Support’ at any time and from time to time during the Term upon sixty (60) Days prior notice via Change Request and at the cost of the same as specified under the applicable Order Form . The Customer may also terminate ‘24/7 Support’ at any time and from time to time during the Term upon sixty (60) Days prior notice via Change Request.

- (e) Escalation as set out under Section 5 below; and
- (f) Support for customizations provided by the Vendor under an Order Form.

Unless otherwise expressly agreed to by the Parties, the cost of all Support Services listed above shall be included within the monthly Fees as set out under the Agreement.

#### 4. SERVICE LEVEL REQUIREMENTS

- (a) **Availability.** Subject to the terms of this Appendix , the Vendor shall, throughout the Term achieve a Monthly Availability Percentage of 99.95% or greater.
- (b) **Platform Issues and Severity Matrix.** Subject to the terms of this Appendix, the Vendor shall, throughout the Term, achieve the “**Response Time**” and “**Resolution Times**” with respect to Service Incidents on the basis of their “**Severity Levels**” as follows:

Service Incident and Severity	Response Time SLR	Resolution Time SLR
<b>Severity 1</b> – material loss of functionality affecting Customer’s use of the Services with no commercially reasonable workaround available; and/or confirmed confidentiality or security exploitation. For the sake of clarity, this type of event would represent a full disruption of the Customer’s operations.	30 minutes or less	60 minutes or less
<b>Severity 2</b> – severe loss of of Services functionality with a high impact to the Customer’s use of the Services and where no commercially reasonable workaround is available; and/or suspected confidentiality and or security exploitation. For the sake of clarity, this type of event would allow the Customer to continue operations in a restricted fashion.	3 hours or less	6 hours or less
<b>Severity 3</b> – partial, non-critical loss of functionality affecting part of the Customer’s use of the Services with a temporary acceptable workaround available. For the sake of clarity, this type of event would allow the Customer’s operations to continue in a reasonable manner but otherwise require a permanent solution to be implemented.	24 hours or less	3 Business Days or less

<b>Severity 4</b> – irritating disruption affecting the Customer’s use of the Services with a temporary acceptable workaround available. For the sake of clarity, this type of event would have an immaterial impact to the Customer’s operations.	2 Business Days or less	20 Business Days or less
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- (c) The Severity Level of a Service Incident will be initially set by the Customer acting reasonably and according to the matrix above; *provided, however*, that the Vendor may change the Severity Level of a Service Incident based on substantiating evidence to such effect (to be documented and provided to the Customer). In the event of disagreement on the Severity Level of a Service Incident, the complaint resolution policy outlined in Section 10 will be followed.
- (d) The time period for the purposes of measuring the Response Time shall commence at the point in time when the Vendor is initially contacted to report a Service Incident via ticketing system or phone call and shall terminate at the point in time when the Vendor has provided a Response.
- (e) The time period for the purposes of measuring the Resolution Time shall commence at the point in time when the Vendor is initially contacted to report a Service Incident via ticketing system or phone call and shall terminate at the point in time when the Vendor has provided a Resolution.

## 5. ISSUE RESOLUTION AND ESCALATION PROCESS

- (a) The Customer agrees to reasonably cooperate and work closely with the Vendor to either: (i) reproduce errors within the Vendor’s environment; or (ii) demonstrate the occurrence of errors within the Customer’s environment. The Customer also agrees to reasonably cooperate and work closely with the Vendor to conduct diagnostic or troubleshooting measures as reasonably requested by the Vendor.

## 6. SERVICE LEVEL CREDITS

- (a) In a given calendar month, the Customer may be entitled to a Service Credit as follows:

Criteria	Service Credit (% of Monthly Fees)
Monthly Uptime Percentage of less than 99.95% but equal to or greater than 99.50%	5%
Monthly Uptime Percentage of less than 99.49% but equal to or greater than 99.0%	10%
Monthly Uptime Percentage of less than 98.99% but equal to or greater than 98.00%	15%
Monthly Uptime Percentage of less than 97.99% but equal to or greater than 95.0%	50%
Monthly Uptime Percentage of less than 95.0%	95%



- (b) Service Credit(s) shall:
  - (i) be applied towards the next invoice or payment for Services; or
  - (ii) where the Agreement or applicable Order Form will terminate prior to such next invoice or payment, paid to the Customer in cash within fifteen (15) Business Days following the provision of the relevant Service Level Report to the Customer.

## **7. THIRD PARTY MONITORING**

The Vendor shall, throughout the Term, employ a third party performance health monitoring tool to monitor and report any Downtime events to the Customer, on no less than a monthly basis, the Vendor's performance in respect of the Service Level requirements herein.

## **8. RECOVERY POINT/RECOVERY TIME OBJECTIVES**

- (a) The Vendor shall use reasonably commercial efforts to achieve the following objectives:
  - (i) Recovery point objective: 1 minute
  - (ii) Recovery time objective ("RTO"): 1 hour
- (b) A disaster recovery event requiring execution against the RTO will be triggered at Vendor's discretion by the default availability region being confirmed as not able to be recovered.

## **9. COMPLAINT RESOLUTION**

In the event of any disagreement between the Parties regarding a Service Incident, such disagreement shall be resolved in accordance with the "*Dispute Resolution*" section of the Agreement.

## **10. GENERAL**

Service Credits apply only in respect of Service Incidents affecting the Vendor's production environment.