

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) between PreApp, LLC (“PreApp”, “we”, “us”, or “our”) and Customer (“Customer” or “you”) governs the use of the Software and Subscription Services.

### I. Software Support

Software Support is provided as stated in the table below. Software Support is available Monday through Friday, 9:00am – 5:00 p.m. Central Standard Time.

Severity Level	Definition of Severity Level	PreApp Obligation	Reaction Time	Correction Time
<b>Severity 1:</b> The PreApp Software fails in its production environment, which leads to the complete failure of its use in production.	PreApp will confirm to Customer receipt of the error report and keep Customer informed of progress and will take action to correct the error and will tell Customer of a way to circumvent the problem until error resolution.	The search for the causes of Severity 1 errors, which are not reproducible, will be carried out by PreApp using reasonable efforts in collaboration with Customer with the aim of finding the cause and supporting Customer with error correction.	1 hour	2 working hours
<b>Severity 2:</b> Degradation of PreApp Software; any error that seriously impairs but does not prevent or seriously disrupt its use in production.	PreApp will confirm to Customer receipt of the error report and keep Customer informed of progress and will take action to correct the Error and will tell Customer of a way to circumvent the problem until error resolution.	PreApp will use all reasonable means to conduct error correction.	4 hours	8 working hours
<b>Severity 3:</b> An PreApp Software feature does not run as documented. A non-critical component does not function correctly or is not available.	Non-critical error. PreApp will take action to correct the Error and/or provide suitable workaround as soon as reasonably practicable	PreApp will consider error resolution for the next release.	12 hours	4 weeks
<b>Severity 4:</b> general in nature and concern the reactions of the PreApp Software in the production or development environment.	PreApp considers them to be general questions for improvement to the Software	Taken into account by PreApp for the further development of the Software and might be integrated into release planning.	24 hours	6 weeks

### II. Infrastructure Support

Severity Level	Priority	Definition of Severity Level	PreApp Obligation	Reaction Time	Correction Time	Availability
<b>Severity 1:</b> Stoppage of cloud environments due to infrastructure or system software issues	Critical	PreApp will confirm to Customer receipt of the error report and keep Customer informed of progress and will take action to correct the error.	The search for the causes will be carried out by PreApp using reasonable efforts with the aim of finding the cause and restoring environment usage. Collaboration from Customer may be required to identify and resolve the issue.	30 minutes	2 hours	24/7
<b>Severity 2:</b> Degradation of cloud environments or <u>system</u> software;	High	PreApp will confirm to Customer receipt of the error report and keep Customer informed of progress and will take action to correct the error.	PreApp will use all reasonable means to conduct issue correction. Collaboration from Customer may be required to identify and resolve the issue.	1 hour	8 hours	24/5
<b>Severity 3:</b> Cloud environments do not run as expected but usage by Customer is not impaired.	Medium	Non-critical issue. PreApp will investigate if an improvement of the reported issue is possible and report to Customer.	PreApp will investigate issue and evaluate if a correction is required. Decision is communicated to the client.	24 hours	5 business days	24/5
<b>Severity 4:</b> General in nature and concerns the setup or configuration of the infrastructure.	Low	PreApp considers them to be general questions about the cloud environments and system software and will work with client to understand any concerns.	Taken into account by PreApp as part of the maintenance and improvement plan for cloud environments.	72 hours	6 weeks	24/5

### III. Service Commitment and Support.

(a) PreApp will use commercially reasonable efforts to make the Software available with a monthly uptime percentage of at least 99% during any month of service (the "Service Commitment").

(b) PreApp shall use reasonable efforts to make the Software available to Customer 24/7, excluding reasonable periods of time necessary for Scheduled Maintenance. "Scheduled Maintenance" means any planned maintenance by PreApp including, without limitation, patching or installing updates to the Software that might cause the Software to be unavailable to Customer and its End Users. PreApp shall make commercially reasonable efforts to notify Customer and its Users by e-mail at least 2 business days in advance of any Scheduled Maintenance.

(c) When sending support information for or with a request for Software support, **Customer must not send PreApp any information on its borrowers, customers or clients or any type of sensitive or personal information.** All supporting information sent must be dummy data or anonymized data. PreApp will provide support via its support portal in which all in-coming support enquiries are documented with the enquiring person, date, time, Error description and given a prioritization and a reference numbers. Customer must supply PreApp with a description of the Error and the circumstances of its occurrence that are sufficiently detailed to enable PreApp to analyze, determine and reproduce the Error.

(d) PreApp is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:

- (i) the acts, omissions, negligence or willful misconduct of Customer;
- (ii) any failure or defect of Customer's, End User's or a third party's equipment, software, facilities, third party applications, or internet connectivity;
- (iii) Customer's use of the Software other than in accordance with the Software's Documentation;
- (iv) a Force Majeure Event; or
- (v) Customer's use of any internet browser other than Chrome, Mozilla or Safari.

#### **IV. Registrations / Accounts**

(a) Customer will provide all requested Customer Data to PreApp to register Customer's End User account(s) on the Software. Customer agrees to provide and maintain true, accurate, current, and complete information about Customer. Customer shall update the registration data for all End User account(s) it authorizes to be registered on the Software, as applicable.

(b) Customer shall immediately notify PreApp if any unauthorized use of Customer's user account, or any End User account authorized by Customer, has occurred or any other breach of security of which Customer becomes aware relating to access or use of the Software.