

TrustCloud Service & Support Level Commitment (“SLA”)

This document is an indivisible Annex to the Agreement and therefore forms an integral part of it. It does not imply any changes to the terms of the Agreement, which will remain in force and are fully applicable to the engagement between the Parties.

1. Scope

This Support and Service Level Agreement (SLA) covers the following service levels regarding the use of the TrustCloud Platform: availability, troubleshooting support, problem-solving support, and system performance. It also covers specific SLAs regarding TrustCloud VideoID assisted service, which is powered by human Fraud Prevention Experts.

All terms highlighted in capital letters that are not defined in this SLA will be defined in the Agreement.

2. Definitions

2.1. “Scheduled Uptime”: Total number of hours in a given period of time during which the TrustCloud Platform must be available to the Client. Unless stated otherwise, the Scheduled Uptime will be 24/7 for 365 or 366 days a year, excluding the “Excusable Downtime”.

2.2. “Excusable Downtime”: Total number of hours in a given period of time during which the TrustCloud Platform is not available to the Client due to the following circumstances:

2.2.1. Scheduled maintenance that will be carried out on the first Sunday of each month between 06:00 am and 08:00 am CET/CEST, unless stated otherwise, with a minimum 24-hour notice given to the client.

2.2.2. Emergency maintenance to respond to incidents or potential threats that could compromise the security of the Client's data or information.

2.2.3. Incidents affecting the connection or access to telecommunications networks for which TrustCloud is not responsible.

2.2.4. Incidents derived from the Client's use of applications, equipment, technology or software, or third parties appointed or contracted by the Client.

2.2.5. Incidents resulting from a lack of information and cooperation from the Client, following a reasonable request by TrustCloud.

2.2.6. Downtime of services provided in test mode, or in any other environment other than the production environment.

2.2.7. Downtime of services provided in beta versions.

2.2.8. Downtime caused by the Client failing to update their version.

2.2.9. Incidents derived as a result of Force Majeure.

2.3 “Response Time”: Number of hours that TrustCloud takes to provide a response to the Client once it becomes aware of a potential incident, in accordance with the procedure set out in section 3 hereinbelow.

2.4 “Inactivity Time”: Total hours in a given period of time during which the Platform is unavailable for reasons other than those included in the Excusable Downtime.

2.5 “Availability Time”: Percentage of hours during which the Platform is available and in operation for the Client with respect to the Scheduled Downtime. The “Availability Time” will be calculated monthly, using the following formula:

$$\text{Availability Time} = \frac{\text{Scheduled Uptime} - \text{Inactivity Time}}{\text{Scheduled Uptime}} \times 100$$

2.6 “Loading Time”: Pertains to the duration it takes for the newly generated digital assets, which were uploaded to TrustCloud after the TrustCloud VideoID Assisted or Unassisted Services were completed, to be accessed, displayed, or rendered to the Client. Loading Time is measured from the moment the TrustCloud VideoID Assisted or Unassisted Services are completed until the digital assets are fully accessible to the Client.

2.7 “Digital Asset Transfer”: Refers to the process of uploading newly generated digital assets, including but not limited to videos, images, documents, or any other media files, after the TrustCloud VideoID Assisted or Unassisted Services have been completed to TrustCloud.

2.8 “Client”: Refers to the Party to whom TrustCloud is rendering its services and may refer to the Customer and/or the Partner as the context so requires.

Service Level Agreements for TrustCloud Platform

3. SLA - Availability of the Platform

TrustCloud will make all reasonable technical efforts to respond to and resolve any incident reported by the Client according to its Level and the terms set out below:

INCIDENCE LEVEL	DESCRIPTION	CRITERIA	INITIAL RESPONSE TIME	ESTIMATED RESOLUTION TIME*
Level 1: Critical Incidents	The Platform or part of the Platform that is essential is not available to the Client.	These incidents: <ul style="list-style-type: none"> • Affect the environment in production. • Prevent the contracted Service from being provided. • There are no viable alternatives for providing the service. 	30 minutes	2 days
Level 2: Serious Incidents	A function or part of the Platform that is not essential for the provision of the Service is not available to the Client.	These incidents: <ul style="list-style-type: none"> • Affect the environment in production. • Significantly reduce the functionalities of the contracted services. • There are no viable alternatives for the development of the affected functionalities. 	1 hour	3 days
Level 3: Minor Incidents	The Platform and its different functions are available to the Client, but the Service is not working according to the agreed standards.	These incidents: <ul style="list-style-type: none"> • Do not have a significant impact on the functionality of the Platform. • There are viable alternatives. 	4 hours	4 weeks or until the next software update (Whichever comes first).

*TrustCloud will make a reasonable technical effort to solve an incident or find a valid alternative within the indicated periods of time. This service level agreement does not apply to non-reproducible incidents or incidents of unknown origin.

Service Level Agreements for TrustCloud VideoID Assisted Services

4. SLA - Service Performance Standards

4.1. TrustCloud VideoID Assisted Shared Agents

% OF ATTENDED CALLS	AVERAGE ANSWER SPEED (AAS)
80%	120 SECONDS
90%	180 SECONDS

- 80% of the standard defined by TrustCloud calls will be answered by an agent in less than 120 seconds.
- 90% of the standard defined by TrustCloud calls will be answered by an agent within 180 seconds.

4.2. TrustCloud VideoID Assisted Dedicated Agents

4.2.1 The call duration target must be specifically agreed with the Client, taking into account aspects such as: estimated volume, distribution, number of agents and script or argument length and complexity.

4.2.2 The waiting time target must be specifically agreed with the Client for TrustCloud to assemble a suitably-sized team of dedicated video agents.

5. Forecasting Dependency

TrustCloud's ability to meet the Performance Standards is materially dependent on accurate volume forecasting by Client.

In addition, if:

- (i) Client's daily usage during the first month of service is 15% higher than the volume of Transactions contracted divided by the number of months of the duration of the agreement for those Transactions; or Client's daily usage from the second month of service increases by more than 15% of the prior calendar month's daily average, and
- (ii) TrustCloud has not received a reasonable warning at least sixty (60) days in advance, and agreed to such increase (including with respect to payments for such increase), or
- (iii) the Service is otherwise not being used as intended in a manner that significantly increases the number of transactions processed by TrustCloud from the Client;

then TrustCloud is entitled to scale down the Client's usage to a level no less than the Client's daily average for the prior calendar month, plus 15%, in order to minimise the impact on TrustCloud's provision of Services to other clients, by disabling features or portions of the Service provided to the Client. In these instances, the scope of the Service provided to the Client may be adjusted accordingly, however the same Performance Standards shall not apply while the Service is being scaled down. TrustCloud shall incur no liability to the Client in connection with any actions taken by TrustCloud under this Paragraph.

If the Client's daily average usage exceeds the prior calendar month's average daily usage by 15% in two or more successive months, and no further increase in the daily average usage can be executed, the Client will be presented with an offer to either contract to a paid increase in Transactions, or an increase in the levels of usage agreed in the first month, in which the consumption increased by more than 15%.

In relation to the arrangements set out in the paragraphs (i) and (iii) in this section, the increase limit of 15% shall operate both to the aggregate usage of all the Services provided by TrustCloud to the Client and to the individual usage of each Service per Sales Order. For this purpose, each Sales Order in which TrustCloud Assisted VideoID is performed shall be considered as an individual Service.

TrustCloud VideoID Digital Asset Transfer and Loading Time

6. Digital Assets Upload Timing

% OF DIGITAL ASSETS	AVERAGE UPLOADING TIME
80%	190 SECONDS
95%	310 SECONDS

- Within a maximum duration of 190 seconds from the conclusion of the service, the digital asset transfer and loading time for 80% of the digital assets (including, but not limited to videos, pictures, MRZ and document verification) shall take place.
- Within a maximum duration of 310 seconds from the conclusion of the service, the digital transfer and loading time for 95% of the digital assets (including, but not limited to videos, pictures, MRZ and document verification) shall take place.

Incident Communication

7. Incident Communication and Ticketing

7.1 The Client must report an incident (as referenced in Section 3 of the Annex) to TrustCloud by raising a ticket via the TrustCloud Customer Support Portal that includes the following information:

- (i) Identification of the account information.
- (ii) Details of the incident and its effects.

Furthermore, the Client agrees to provide TrustCloud with adequate and accurate information regarding the incident to allow the incident to be managed correctly. In instances where TrustCloud is awaiting further information or cooperation from the Client to proceed with the resolution of an incident, the SLA guarantees referenced herein including relevant timings, will be suspended temporarily. This suspension commences from the moment TrustCloud issues a notification to the Client requesting additional information and concludes when the Client provides the requested information, thereby enabling the continuation of the incident resolution process.

7.2 Following the submission of an incident report by the Client, a ticket will be automatically generated within the system, marking the commencement of the SLAs outlined herein, as recorded from the timestamp of the ticket. TrustCloud undertakes to categorise the incident based on its severity level, in accordance with Section 3, to the best of its knowledge and belief. TrustCloud will provide the Client with a reference number for the ticket for tracking and resolution purposes. All communication related to the ticket will be managed exclusively via the TrustCloud Customer Support Portal.

Service Credits

8. Service Credit Request Procedure

To receive Service Credits, the Client must follow the following procedure:

- (i) The Client must raise a ticket by sending an email to support@trustcloud.tech with the subject line "SLA Claim" within fourteen (14) calendar days after the end of the applicable month of service for which the Service Credit is being claimed. In this communication, the Client must provide the dates and times when the TrustCloud Platform was not available, or when the services provided were below the established Performance Standard.
- (ii) TrustCloud will proceed to verify the Platform's operation during the days and hours identified by the Client and report back, once non-compliance with SLAs as defined in this Annex has been confirmed.
- (iii) Once non-compliance has been confirmed, Service Credits will be credited to the Client and offset against the next invoice(s).

8.1 Sole Indemnification Nature

The Service Credits will be TrustCloud's sole and exclusive remedy for any breach of the agreed service level indicators, having a compensatory and penalising nature of their own. Under no circumstances will the Service Credits be redeemable in cash, nor will they give rise to a full or partial refund.

8.2 Service Credits for Non-compliance of the TrustCloud' Trustcloud Platform with SLA indicators

TrustCloud will make commercially reasonable efforts to ensure its platform has an uptime or Availability Time of at least 99.7% in any monthly billing cycle (the "Service Commitment"). If TrustCloud is unable to keep this commitment, the Client will be entitled to the following discounts on the total amount of the subsequent invoice ("Credits for Service"):

% UPTIME	CREDITS FOR SERVICE *
<99.7%	5% of the monthly paid amount
<98.99%	10% of the monthly paid amount
<97.99%	15% of the monthly paid amount

* In the case of annual payments, one twelfth of the amount paid will be taken as a reference.

8.3 Service Credits for Non-compliance of the TrustCloud' VideoID Assisted Service with SLA indicators

% OF INVOICED AMOUNT	MINIMUM TIME WITHOUT MEETING SLA TARGETS
5% of the monthly invoiced amount	2 months
10% of the monthly invoiced amount	3 months

If TrustCloud does not meet any of the Performance Standards for two (2) or more consecutive months, the Client will be entitled to obtain the following discount percentages on the total amount of subsequent invoices ("Service Credits"):

1. 5% of the monthly paid amount in case of non-compliance of any of the indicators for 2 consecutive months.
2. 10% of the monthly paid amount in case of non-compliance of any of the indicators for 3 consecutive months.

Exclusions

9. SLA Exclusions

The SLAs detailed in sections 4 – Service Performance Standards and 6 – Digital Assets Transfer and Uploading Times and their corresponding Service Credits will not apply in the following circumstances:

- (i) The incidence is the result of any of the cases detailed in Section 2.2 – Excusable downtime of this Annex.
- (ii) The Client is not up to date with payments or is in material breach of the Contract.
- (iii) The situation arises from the cases detailed in Section 5 – Forecasting Dependency of this Annex.
- (iv) The SLAs that specifically refer to video identification activities will not be applicable during the first two months of service, which are considered as an adjustment period.

Miami

1101 Brickell Ave, Suite
N1400, Miami 33131,
Florida, US

+1 (312) 2487781

Mexico City

Avda. Presidente Masaryk
111. Piso 1 - Of. 1, Colonia
Polanco V Sec. Mexico City

+55 33005800

Londres

5 Kew Road
Richmond upon Thames,
TW9 2PR. London, UK

+44 (20) 80891215

Madrid

P.E. «La Finca».
Pso. Club Deportivo 1,
Edf. 15A, Plt. 1.
28223 Pozuelo de Alarcón,
Madrid. España

+34 913 518 558