

Schedule C: Service Level Agreement

1. **Availability.** SwiftConnect shall use commercially reasonable efforts to ensure that the SwiftConnect Platform is capable of sending and receiving correctly constructed requests over the Internet ("**Available for Use**") 99.9% each month, which is a figure calculated as follows:

$$\frac{[\text{Total minutes in a calendar month}] - [\text{Permitted Downtime}] - [\text{Downtime}]}{[\text{Total minutes in a calendar month}] - [\text{Permitted Downtime}]} \times 100 = \text{Available for Use percentage}$$

2. **Downtime; Permitted Downtime.** "**Downtime**" means total minutes that the SwiftConnect Platform is not Available for Use for reasons that are not Permitted Downtime. Downtime shall not include the aggregate amount of time during which the SwiftConnect Platform is not Available for Use due to one or more of the following (collectively, "**Permitted Downtime**"):
- 2.1. **Scheduled Maintenance.** Downtime shall not include maintenance that occurs between the hours of Friday 10:00 PM and Sunday 4:00 PM, Eastern US Time ("**Scheduled Maintenance**" and the "**Scheduled Maintenance Window**," respectively). SwiftConnect will provide Subscriber with at least three (3) days' notice if the SwiftConnect Platform will not be Available for Use for more than two hours during a Scheduled Maintenance Window.
 - 2.2. **Emergency Maintenance.** Downtime shall not include maintenance that is critical to maintaining the overall security of network, system components, services and/or computing infrastructure that SwiftConnect performs outside of the Scheduled Maintenance Window ("**Emergency Maintenance**").
 - 2.3. **Factors Outside of SwiftConnect's Control.** Downtime shall not include unavailability caused by factors outside of SwiftConnect's control, including, but not limited to, (i) downtime, failures, or reduced performance of Subscriber-Side Control Systems; (ii) changes resulting from government, political, or other regulatory actions or court orders, (iii) force majeure events, provided that SwiftConnect has taken commercially reasonable precautions to minimize the potential impact of such force majeure events; (iv) interruptions in utility services or third party networks that prevent or hinder Internet users from accessing the AccessCloud Platform; (v) errors in Subscriber Data; or (vi) actions by the Subscriber that conflict with System Documentation.
 - 2.4. **Subscriber's Unavailability.** Downtime shall not include unavailability caused by the Subscriber's failure to respond to incidents that require the Subscriber's participation for resolution, or failure to support, repair or replace Subscriber supplied equipment or other Subscriber-Side Control System components.
3. **Continued Access.** As further provided in Schedule A: AccessCloud Terms and Implementation, Credentialed Users will remain able to use their Credentials and Mobile Wallet to enter and exit through Restricted Areas in the Office Buildings while the SwiftConnect Platform is unavailable.
4. **Service Credits:** If the Available for Use Percentage is not 99.9% or greater during a calendar month, SwiftConnect will provide Subscriber with a Service Credit of 10% of the fees (other than fees for Professional Services, if any) charged Subscriber for such calendar month. Service Credits represent Subscriber's sole and exclusive remedy for a failure to achieve an Available for Use Percentage of 99.9% or greater