

Service-Level Agreement

26 May 2021

Service Availability

Emmersion will use commercially reasonable efforts to provide the person or entity identified in an Order ("Client") with 99% availability to administer and take assessments ("the Services") over the internet (the "Service Availability"). The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime or performance issues resulting from certain equipment required for provision of the Services not operating in accordance with its specifications, third party connections, services or utilities or other reason beyond Emmersion's control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, pandemic, acts of terror, strikes or other labor problems (other than those involving Emmersion employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Emmersion's possession or reasonable control, and denial of service attacks).

If the Services are unavailable to Client due to defects with the Services beyond the Service Availability metric set forth above, then, as Client's sole and exclusive remedy (and Emmersion's sole liability), Emmersion will provide Client a credit in the amount of one percent (1%) of the total fees due and payable to Emmersion under the applicable Sales Order for any month in which the Service Availability failure occurred.

In order to receive this credit, Client must notify Emmersion support within seventy-two (72) hours from the time of downtime. Any credit payable to Client under this Agreement will be issued to Client in the calendar month following the period in which the Service Availability failure occurred.

Emmersion will provide a response to technical support items within one business day of receiving a request. Client should contact Emmersion Customer Support directly by submitting a ticket at support.emmersion.ai or by emailing support@emmersion.ai. Emmersion rarely conducts maintenance that results in product downtime. However, in the event of product downtime due to scheduled maintenance, Emmersion will notify Client at least twenty four (24) hours in advance.