



Lambent Service Level Agreement

This Service Level Agreement (SLA) is issued under and forms part of the Master Services Agreement or other Lambent agreement which references this policy and any capitalized terms not defined herein shall have the meanings ascribed to them in such Lambent agreement.

With notice to Customer, Lambent may modify this SLA to reflect new features or changing practices, but the modifications will not materially decrease Lambent's overall obligations during the Contract Term.

1. **Service Availability.** Lambent will use commercially reasonable efforts to provide the Service to Customer at the Availability Standard set forth below:

a. "Availability Standard" means uptime availability of the Service at a level of at least 99.5% availability measured on a monthly basis, excluding scheduled maintenance time. The Service will be deemed to be unavailable if Customer is unable to access the Service or data within the Service ("Disruption"). Notwithstanding the foregoing, it will not be a Disruption if the Service is not available because of (i) general internet problems or outages caused by power supply or communications carriers; (ii) malfunction of equipment, systems software, network connections or other infrastructure not owned or operated by Lambent; (iii) force majeure events or other factors outside the reasonable control of Lambent or (iv) scheduled service or maintenance or reasonable emergency maintenance.

b. Lambent will provide updates and information about availability and outages through in-app notifications and/or at <https://status.lambentspaces.app/>.

2. **Service Credits.**

a. If Lambent fails to meet the Availability Standard in a particular month and Customer makes a request for service credits within 30 days after the end of such month, Customer will be entitled to a credit based on the monthly portion of the annual contract for the affected Service in such month ("Service Credit"). The



Service Credit is calculated as follows:

Service Availability Service Credit	
$\geq 99.5\%$	No Credit
$< 99.5\%$	5%
$< 99.0\%$	10%
$< 98.5\%$	15%
$< 98.0\%$	20%
$< 97.5\%$	30%

b. Lambent will apply each Service Credit to Customer's next invoice, provided Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for unused Service Credits.

3. **Exclusive Remedy.** Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer's sole and exclusive remedy, and Lambent's sole and exclusive liability, for Lambent's failure to meet the Availability Standard.

4. **Disaster Recovery Objectives.** Lambent shall use commercially reasonable efforts to meet the following disaster recovery objectives in the event of an incident affecting systems it controls or operates, excluding periods of planned maintenance or events of force majeure:

- Recovery Point Objective (RPO): 24 hours following the identification of the incident.
- Recovery Time Objective (RTO): 48 hours following the identification of the incident.

Definitions:

- Recovery Point Objective (RPO): The maximum period of time prior to an incident during which data may be lost due to such incident. RPO represents the targeted maximum age of files or data that must be recovered from backup storage for normal operations to resume.



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- Recovery Time Objective (RTO): The targeted maximum duration of time within which affected systems and services are restored and become operational after the identification of an incident.

For the avoidance of doubt, Lambent's obligations with respect to the RPO and RTO shall not apply in cases of planned maintenance or events of force majeure as defined elsewhere in this Agreement.