

## SERVICE LEVEL AGREEMENT

- 1) **Definitions.** The following terms shall have the following meanings when used in this Service Level Standards Attachment. All capitalized terms used but not otherwise defined in this Attachment shall have the meaning ascribed to them in the [Identity Services Agreement] between ID.me, LLC. (“ID.me”) and a Government Agency Customer (“Partner”) to which this Attachment is attached (collectively, the “Agreement”).
- a) **“Active User”** means a Partner User that has been activated to use ID.me solutions.
  - b) **“Partner System”** means the Partner API or software system that is integrating with the API.
  - c) **“Partner System Components”** means the Partner software user interface, Partner APIs and Partner Services which are provided by or dependent upon the integrating Partner System.
  - d) **“Downtime”** shall mean the percentage of the total minutes during Operating Hours that the Services are not available to Active Users in a given month due to Severity 1 and Severity 2 Issues. Downtime shall not include Planned Downtime.
  - e) **“Issue”** shall mean (i) a reproducible defect or combination of defects in the Services that result in a material loss of functionality or (ii) loss of availability to access the Services to function as agreed to and designed by the Parties. Issues are classified as follows:
    - i. **“Severity 1 Issue”** is defined as the Services being unavailable to all Active Users during Operating Hours,
    - ii. **“Severity 2 Issue”** is defined as one (1) or more material functions of the ID.me being unavailable to all Active Users during Operating Hours, and
    - iii. **“Severity 3 Issue”** is defined as all other issues with the ID.me, such as general defects in the ID.me that have a reasonable temporary workaround or do not affect the Active User’s ability to utilize the ID.me (e.g. a cosmetic bug is found in the system).
  - f) **“Failing Party”** means a Party failing to meet its Service Availability Commitment.
  - g) **“Operating Hours”** shall mean 24 hours per day, 7 days per week less Planned Downtime.
  - h) **“On-Call Support Hours”** means 8:00 a.m. – 6:00 p.m. EST/EDT, Monday – Sunday, excluding some holidays.
  - i) **“Planned Downtime”** shall mean periods in which the ID.me platform are intentionally made unavailable for system/network maintenance in a scheduled fashion. ID.me’s maintenance window schedule aims to minimize the impact of scheduled maintenance on the end-user experience and the company’s operations. ID.me has a weekly scheduled maintenance window from 4:00am-5:00am EST on Saturdays. The dates and times were chosen after a rigorous impact study of ID.me end-user activity and internal operational cycles. Actual ID.me scheduled downtime across all platform components and currently averages less than five (5) minutes per month.

- i. **“Planned Periodic Maintenance”** shall mean periods in which ID.me electively plans to take service(s) offline to perform work on the ID.me service infrastructure requiring either an extended period of downtime that exceeds standard Regularly Scheduled Maintenance windows of allowance or specific timing that is not complementary to the existing Regularly Scheduled Maintenance windows of allowance. Such Planned Periodic Maintenance is to be planned so as to impose the minimal viable impact on standard application availability schedules and will be preceded by communication to constituents ahead of the Planned Periodic Maintenance window with advance notice of no less than ten (10) business days.
- ii. **“Condition Based Maintenance”** shall mean periods in which ID.me electively plans to take service(s) offline to correct identified defects or that threaten security, stability, availability, performance, or integrity of critical systems related to the ID.me or Partner System Components. Such Condition Based Maintenance will be preceded by communication to constituents ahead of the Condition Based Maintenance with as much advance notice as is possible/reasonable with all risks attributed to the condition considered.

2) **Service Levels and Support.**

- a) **Service Availability Commitment.** For Identity Proofing, 2FA, and ID.me Portals, assuming availability and material functionality of the Partner System Components, ID.me will have uptime availability of 99.9% over a quarter (three-month timeframe) year increment. Upon request, ID.me will provide Partner with Monthly Uptime reports which shall include data supporting such determination and a description of how data is collected. If Partner believes that ID.me has failed to meet its Service Availability Commitment, Partner shall provide written notice thereof to ID.me, which notice shall include data supporting such determination and a reasonably detailed description of how Partner collected such data. ID.me shall have the right to dispute Partner’s determination, and Partner shall have the burden of proving ID.me’s failure to meet the Service Availability Commitment.
- b) **Issue Resolution Commitment.** Should ID.me be made aware of issues either by its Partner Project Manager, Member, Partner or Integration Support organizations, or through internal monitoring systems, ID.me support services will respond to and resolve issues in accordance with the timeframes set forth below. ID.me shall be responsible for determining the Severity Level of Issues with its components.

<b>Issue Severity Category</b>	<b>Business Hours Response</b>	<b>Business Hours Resolution</b>	<b>On-Call Support Hours Response</b>	<b>On-Call Support Hours Resolution</b>
Severity 1	Within 30 minutes	Within 2 hours	Within 1 hour	Within 4 hours
Severity 2	Within 2 hours	Within 1 Business Day	Start of the next Business Day	Within 1 Business Day (by 5 p.m. of next Business Day)
Severity 3	Within 1 Business Day	Next available release	By end of business the next Business Day	Next available release or as otherwise agreed to by the Parties

- i. The foregoing shall be measured on a quarterly basis.
  - ii. Response time will be defined as an acknowledgment of receipt of an incident notification from ID.me Support Center.
  - iii. Resolution time will be defined as an incident being addressed to the reasonable satisfaction of the end-user.
  - iv. “Business Hours” are 8:00 a.m. – 6:00 p.m. EST/EDT, Monday – Friday.
- c) **Disaster Recovery.** Assuming availability and material functionality of the Partner System Components, ID.me will declare “disaster” status within twenty-four (24) hours after an event that causes the ID.me solution to be unavailable to all Active Users for twenty-four (24) hours or more, and ID.me will use commercially reasonable efforts to have backup service running in a disaster recovery site within forty-eight (48) hours after such declaration.

3) **Remedies.**

- a) If the Service Availability Commitment or ID.me Response Time Commitment is not met in any calendar month, ID.me shall have no liability as long as ID.me corrects such failure by meeting the ID.me Service Availability Commitment or ID.me Response Time Commitment, as applicable, in the following month.

4) **Limitations.**

- a) **General.** Neither Party shall be obligated to provide support services, or shall have any liability or obligations with respect to the operation, unavailability and/or failure of the ID.me solution, to the extent resulting from or relating to the following:
- i. changes, modifications, performance, damage, or failures of or to hardware, third party software or systems of the other Party or any third party;
  - ii. acts or omissions of the other Party or any third party;
  - iii. improper use of the ID.me by Partner, or end user; or
  - iv. any Event of Force Majeure affecting such Party. For purposes of this Service Level Agreement “Event of Force Majeure” means causes beyond a party’s reasonable control, including acts of god, fire, natural disasters (including but not limited to earthquakes, severe storms and floods, pandemic or acts of government (including but not limited to acts of war).

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**IN WITNESS WHEREOF, the parties hereto have duly executed this Attachment A as of the Order Effective Date.**

<b>ID.ME, LLC.</b>		<b>Company Legal Name</b>	
BY:		BY:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

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