

**SERVICE LEVEL AGREEMENTS APPLICABLE TO PRODUCTS OFFERED BY SOLUTIONS
NOTARIUS® (hereinafter “SLAs”)**

Between **SOLUTIONS NOTARIUS INC.**, a Portage Cybertech company, having its head office at 465 McGill Street, Suite 300, Montreal, Quebec, Canada H2Y 2H1 (“**Notarius**”) and you (hereinafter “**you**,” the “**Purchaser**,” or the “**Holder**,” as the case may be) (individually referred to as a “**Party**” and jointly referred to as the “**Parties**”).

1. GENERAL CONDITIONS

- 1.1. The SLAs supplement the **General Terms of Use**, the **Special Conditions**, the related schedules, and any service proposal, which together govern your use of the products offered by Notarius.
- 1.2. The General Terms of Use and the Special Conditions shall be deemed to form an integral part hereof.
- 1.3. Notarius reserves the right to update or change these SLAs from time to time. The SLAs in force are published and kept up to date (see “Effective date”) on the Notarius website at the following address: <https://www.notarius.com/en/terms-and-conditions>. We encourage you to consult them regularly. PLEASE CHECK THE SITE REGULARLY FOR UPDATES ON MODIFICATIONS. IF YOU CONTINUE TO USE OUR PRODUCTS AFTER THE CHANGES TAKE EFFECT, YOU AGREE TO BE BOUND BY THE NEW CONDITIONS. You agree that we shall not be liable to you or any third party for any changes to the SLAs. If we make any material changes that negatively impact your use of our Products, you will be notified either by a prominent notice when you log in to our website to use the Products, or by email, all at Notarius’s discretion.
- 1.4. The SLAs DO NOT apply to free trials for Product evaluation purposes.
- 1.5. The SLAs are effective from the date of Product activation and remain so as long as you are in good standing for payment of use. The SLAs end with the end of your use of the Product or the cessation of payment for it.

2. DEFINITIONS

Terms not defined in the SLAs have the meanings ascribed to them in the General Terms of Use and the Special Conditions.

Subject to significant changes

- 2.1. **“Claim”**: means any written request for Service Credit you make to Notarius following a Period of Unavailability in the event of non-compliance with the SLAs.
- 2.2. **“Downtime”**: means, for all our Products, a period of time over one month when a Holder is unable to (i) use the Product to sign documents; (ii) verify, or allow a third party to verify, the integrity and authenticity of a document that the Holder has signed with our Products. This period begins when the Holder notifies Notarius of the issue and ends when Notarius provides you with a solution that allows them to use the Product in question normally.
- 2.3. **“Force Majeure”**: With the exception of payment obligations, neither Party shall be liable for any failure or delay in the performance of its obligations due to external, unpredictable, and unstoppable events beyond the reasonable control of that Party, which may include, but are not limited to, denial of service attacks, breach by a third party hosting provider or utility provider, shortages, riots, pandemics, fires, natural disasters, war, strikes, terrorism, and government actions.
- 2.4. **“Incident”**: situation that can be, or could lead to, a disruption, loss, emergency, or crisis.
- 2.5. **“Level of Service”**: the performance measure(s) expressed in percentages set out in the SLAs that Notarius agrees to comply with in the provision of its Products and for the purpose of determining Service Credits. The Level of Service is calculated for the coverage period below, and excludes the situations in section 5. *List of cases of exclusion of any claim* hereunder:
- 2.5.1. During peak hours (Weekdays from 7 am to 10 pm Eastern Time):
Uptime of 99.5% excluding planned maintenance
- 2.5.2. During non-peak hours:
Uptime of 99% excluding planned maintenance
- 2.5.3. Recovery Time Objective (RTO) and Maximum data loss/Recovery Point Objective (RPO) depend on the severity of the incident:
- Server or Telecom failure: RTO < 1 hr; RPO < 15 mins
 - Infrastructure failure or Enrollment Platform: RTO < 24 hrs; RPO < 24 hrs
 - Major disaster: RTO < 72 hrs; RPO < 24 hrs
- 2.6. **“Maintenance and software support”**: Software versions are identified as x.y.z, where x is a major version number, y is a minor version number, and z is a maintenance version. Notarius commits to supporting previous minor and major versions up to a year after a new minor version is released calculated from the date of release of the new minor version.

- 2.7. **“Maximum Data Loss”**: also referred as a Recovery Point Objective (**RPO**), the point to which information used by an activity is to be restored to enable the activity to operate upon resumption.
- 2.8. **“Month”**: refers to a calendar month.
- 2.9. **“Recovery Time Objective (RTO)”**: period following an incident within which a product or service or an activity is resumed, or resources are recovered. For products, services, and activities, the recovery time objective is less than the time it would take for the adverse impacts that would arise as a result of not providing a product/service or performing an activity to become unacceptable.
- 2.10. **“Service Credit”**: means that, for each hour that Notarius’s SLAs are not respected, a credit equivalent to one (1) day’s Subscription Fee will be granted to you. This Service Credit will take the form of an extension of your subscription period. The start time for calculating the Service Credit will start when you notify Notarius of the incident.

3. OBJECT

- 3.1. If, during the Subscription, Notarius does not maintain the Levels of Service described in the SLAs, and you otherwise comply with all your obligations under the SLAs, the Terms and Conditions, the Special Conditions, and any other obligations you have towards Notarius, you may be entitled to the Service Credit described below.
- 3.2. These SLAs specify the SOLE remedy to which you are entitled if Notarius does not comply with the SLAs.

4. COMPLAINT PROCEDURE IN CASE OF BREAKDOWN OR UNAVAILABILITY

- 4.1. In the event of failure or non-compliance with a Level of Service, and, in order for Notarius to examine your Claim, you must submit it, in good faith, to Notarius Customer Service at the following address: support@notarius.com.
- 4.2. Your Claim must be made within fifteen (15) calendar days of the occurrence of the period of unavailability. Failure to comply with this condition will result in the waiver of your right to claim the Service Credit.
- 4.3. You must include the following information with your Claim: (i) a detailed description of the Product or features affected during the Downtime Period; (ii) information on the exact day and time of the start of the Downtime Period and its duration; (iii) the number of Holders and information about the Product(s) affected (if any); and (iv) a description of your attempts to solve the issue during the Downtime Period.

Subject to significant changes

- 4.4. Notarius will consider your Claim and determine the applicability of the possible Service Credits.
- 4.5. Notarius commits to processing your Claim within thirty (30) days of its receipt.

5. LIST OF CASES OF EXCLUSION OF ANY CLAIM

You understand and agree that these SLAs do not apply to situations that are due, that result, or that arise as a result of:

- 5.1. factors outside of Notarius's reasonable control, including without limitation Force Majeure or a failure of a network or device that is not under Notarius's direct control;
- 5.2. the use of products, services, material, or software that were not provided by Notarius, including without limitation problems resulting from insufficient bandwidth or related to third-party software or services;
- 5.3. misuse of a Notarius product, if it has not been used as instructed or recommended;
- 5.4. use of trial versions of a Product, or part of a functionality of such a Product;
- 5.5. unauthorized actions or inactions, if applicable, by the Holder, Purchaser, or its employees, agents, representatives, suppliers, or any other person that may access the network or equipment of the Purchaser or Holder, or in any other way that results in non-compliance with adequate security practices;
- 5.6. are due to the fact that the Purchaser or Holder did not comply with all required configuration needs, or used unsupported platforms, or which have resulted due to use of the Products in a manner inconsistent with the functions and features of said Products.
- 5.7. result from attempts to perform operations that exceed the limits included in the plan to which the Purchaser or Holder subscribed to; or
- 5.8. are the result of reasonable planned maintenance, maintenance associated with critical problems, or any other elements outside of Notarius's reasonable control.

6. PROHIBITED OFFSET

- 6.1. You are not authorized to unilaterally offset the Membership Fees, the Subscription Fees, or the Transaction Fees in case of operational problems or downtime periods.

7. MAXIMUM SERVICE CREDIT

- 7.1. The maximum total number of Service Credits that may be granted to you is the sole responsibility of Notarius in accordance with this SLA.
- 7.2. The Period of Unavailability in a calendar month may not exceed one month of credits.
- 7.3. Service Credits may not be exchanged for or converted to monetary amounts.

Entry into force: 08-July-2022