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# Abacus Service Level Agreement

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This Abacus Service Level Agreement ("**Service Level Agreement**") is an "Abacus Schedule" that applies to and forms part of the Master Services Agreement ("**MSA**") or applicable Statement of Work ("**SOW**") between Abacus and Client (as "Abacus" and "Client" are defined therein) to which it is attached or in which it is incorporated by reference. Any capitalized term used but not defined in this Abacus Schedule shall have the meaning given, in order of precedence, in the MSA or applicable SOW. This Service Level Agreement applies beginning from May 1, 2026.

# 1 Purpose, Scope & Precedence

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## 1.1 Purpose

This Service Level Agreement (“**SLA**”) defines the service performance framework applicable to the Covered Services provided by Abacus under an applicable Statement of Work (“**SOW**”), including service operations standards, Service Levels, measurement rules, remedies, exclusions, credits, and governance.

## 1.2 Scope

This SLA applies to Incidents and Requests that are (a) recorded as Tickets in Abacus’s ticketing system, and (b) directly related to Covered Services expressly identified in the applicable SOW.

## 1.3 Precedence

In the event of a conflict between the provisions of this SLA and the Master Services Agreement (or functional equivalent) between Abacus and Client (“**MSA**”) or an applicable SOW between Abacus and Client, then, unless the applicable SOW expressly states otherwise with respect to the specific provision at issue, and solely to the extent of such conflict, the following order of precedence applies: (1) the MSA; (2) the applicable SOW; (3) this SLA; and (4) Abacus’s operational policies and procedures.

## 1.4 Client Responsibilities

Client’s failure to fulfill any of its express obligations under the MSA and/or the applicable SOW, including the timely provision of information, access, approvals, and cooperation, may affect Abacus’s ability to meet Service Level Targets and may give rise to Pause Conditions or Excluding Conditions under this SLA.

# 2 Definitions

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Capitalized terms not defined herein have the meanings set forth, in order of precedence, in the MSA, the applicable SOW, and any applicable Abacus Schedules.

Term	Definition
<b>Business Day</b>	A day that occurs from Monday to Friday, excluding public holidays.
<b>Change</b>	An authorized modification to a service or service component that may affect IT services.
<b>Covered Services</b>	The Abacus Products and Services expressly identified in the applicable SOW as subject to this SLA, excluding any services designated as non-SLA, best-efforts, professional services, block services, or time-and-materials services.
<b>Downtime</b>	Has the meaning set forth in Section 7.3.
<b>Escalation</b>	The assignment to, or involvement of, additional resources to progress a Ticket.
<b>Force Majeure Event</b>	Has the meaning set forth in the MSA.
<b>Impact</b>	The measure of the effect of an Incident or Request on business operations, as defined in Section 3.1.
<b>Incident</b>	An unplanned interruption to, or reduction in quality of, a Covered Service.
<b>Normal Business Hours</b>	Has the meaning set forth in Section 4.3.

<b>Term</b>	<b>Definition</b>
<b>Priority Level</b>	The priority classification assigned to a Ticket based on Impact and Urgency.
<b>Processed Ticket</b>	A Ticket that was closed during the applicable calendar month and is subject to SLA measurement under this SLA.
<b>Request</b>	A user request for information, advice, access, or a standard change.
<b>Scheduled Maintenance</b>	Planned maintenance activities performed by Abacus on infrastructure, systems, or services supporting the Covered Services, for which advance notice has been provided to Client in accordance with Section 7.5.
<b>Security Incident</b>	Has the meaning set forth in Section 6.1.
<b>Security Monitoring Services</b>	Has the meaning set forth in Section 6.2.
<b>Service Level</b>	The performance dimension being measured under this SLA to which targets and measurement rules are applied.
<b>Service Level Objective (“SLO”)</b>	A performance goal that Abacus aims to meet but that is not a guaranteed SLA commitment, is not subject to the SLA Performance Threshold, and does not permit Service Level Credits.
<b>Service Level Target</b>	The specific measurable goal (time, percentage, or threshold) for a Service Level.
<b>SLA Performance Threshold</b>	The minimum percentage of Processed Tickets that must meet the applicable Service Level Targets during a calendar month for Abacus to be deemed in compliance with this SLA.
<b>SLA Run Period</b>	The hours during which an open Ticket accrues time against Service Level Targets.
<b>Standard Service Hours</b>	Monday through Friday, 8:00 AM – 6:00 PM local time (based on Client’s Primary/Supported Office location), excluding applicable public holidays. Standard Service Hours govern the delivery of onsite services, time and materials services, block services, and PC Builds.
<b>Ticket</b>	A record created in Abacus’s ticketing system to track an Incident or Request.
<b>Time to Action (“TTA”)</b>	The elapsed time from Incident or Request detection or receipt through assignment to a resource for commencement of active technical investigation or fulfillment. TTA is cumulative and includes TTT.
<b>Time to Fulfill (“TTF”)</b>	The elapsed time from Request receipt through Request completion or closure. TTF is cumulative and includes TTT and TTA.
<b>Time to Resolve (“TTR”)</b>	The elapsed time from Incident detection or receipt through Incident resolution or closure. TTR is cumulative and includes TTT and TTA.
<b>Time to Triage (“TTT”)</b>	The elapsed time from Incident or Request detection or receipt through Abacus’s acknowledgment and completion of initial logging, categorization, and prioritization.
<b>Urgency</b>	The measure of how quickly resolution of an Incident or fulfillment of a Request is required based on business need, as defined in Section 3.1.
<b>VIP User</b>	An Authorized User designated by Client as a priority contact in accordance with Section 4.8, where the applicable SOW provides for a VIP designation entitlement.

## 3 Priority Classification

### 3.1 Priority Assignment Framework

Priority Levels are assigned by Abacus based on an assessment of Impact and Urgency at the time a Ticket is created, consistent with ITIL practices. Priority is derived from the combination of Impact and Urgency using the definitions and assignment matrix below. Abacus assigns the Priority Level for all Tickets and retains sole discretion for final determination of Priority Level. Requests may only be classified as P3 or P4.

#### IMPACT DEFINITIONS

- **Widespread:** All or a substantial portion of Client’s network, systems, or users are affected.
- **Large:** Multiple sites or departments are affected.
- **Localized:** A single site or multiple users at a single site are affected.
- **Individualized:** A single user is affected. The Impact of all Requests is Individualized.

#### URGENCY DEFINITIONS

- **Critical:** Primary or critical business function is substantially degraded with no redundancy; immediate and severe operational impact.
- **High:** Primary or important business function is substantially degraded but supported by redundant system; significant operational impact.
- **Medium:** Non-critical business function is stopped or substantially degraded; moderate operational impact.
- **Low:** Non-critical business function is degraded; low or non-material operational impact.

#### PRIORITY ASSIGNMENT MATRIX

Impact / Urgency → ↓	Widespread	Large	Localized	Individualized
Critical	P1	P1	P1	P2
High	P1	P1	P2	P3
Medium	P2	P2	P3	P3
Low	P3	P4	P4	P4

#### PRIORITY LEVEL CHARACTERISTICS

The following descriptions illustrate the characteristics of each Priority Level as derived from the matrix above:

Priority	Characteristics
<b>P1 — Critical</b>	Company-wide or widespread outage or severe degradation of a business-critical system affecting a significant portion of the organization, with no viable workaround and immediate operational, regulatory, or security risk. P1 classification requires impact beyond an individual user or workstation.
<b>P2 — High</b>	Significant degradation of a key system or function affecting multiple users or departments, with no reasonable workaround. The impact is substantial but does not rise to a company-wide or widespread outage.

Priority	Characteristics
<b>P3 — Medium</b>	Moderate impact with an available workaround; limited user or functional impact. Includes issues affecting individual users where business operations can continue with minimal disruption.
<b>P4 — Low</b>	Minimal impact; cosmetic issues, routine Requests, or informational inquiries. Includes single-user issues with readily available workarounds and standard service Requests.

### 3.2 Reclassification

Abacus may reclassify a Ticket’s Priority Level if business impact changes. Client may request reclassification if it reasonably believes the Priority Level is incorrect; Abacus retains sole discretion over the final determination.

## 4 Service Desk Operations

### 4.1 Service Desk Availability

Abacus operates a centralized service desk that accepts Tickets 24x7x365 via approved channels, including the Abacus Portal, phone, email, and monitoring alerts.

### 4.2 Ticket Creation and Routing

Upon receipt or detection of an Incident or Request, Abacus will create a Ticket and route it using appropriate internal assignment protocol at Abacus’s discretion. Client may not configure or permit any of its services, tools, or third-party systems to generate Tickets on an automated, bulk, or scheduled basis without the prior written consent of Abacus. Alerts generated by monitoring tools from Abacus’s standard platform deployed or configured by Abacus as part of the Covered Services are not subject to this restriction.

### 4.3 Normal Business Hours

Normal Business Hours are defined by region based on the location of Client’s Primary Office or, for additional Supported Offices, as specified in the applicable SOW:

Region	Normal Business Hours	Business Days
<b>United States (Eastern, Central, Mountain)</b>	7:00 AM – 7:00 PM local time	Monday to Friday excluding regional public holidays
<b>United States (Pacific)</b>	6:00 AM – 6:00 PM local time	Monday to Friday excluding regional public holidays
<b>United Kingdom</b>	7:00 AM – 7:00 PM GMT/BST	Monday to Friday excluding regional public holidays
<b>United Arab Emirates</b>	7:00 AM – 7:00 PM GST	Monday to Friday excluding regional public holidays

*If an SOW identifies additional Client Primary/Supported Office locations in a region not listed above, the applicable Normal Business Hours for that site will be specified in the SOW.*

### 4.4 Escalation

Abacus escalates Tickets when required due to complexity, severity, stalled progress, or business impact. Escalation may be initiated by an Abacus personnel, triggered automatically based on SLA risk, or requested by Client (subject to review by Abacus).

#### **4.5 Remote-First Delivery**

All services are delivered remotely unless an onsite support entitlement is expressly included in the applicable SOW. Where an onsite entitlement applies, the SLA measurement clock continues to run during onsite service delivery but pauses during the dispatch and travel period (from the decision to send an engineer onsite through the engineer's arrival at the Client Primary/Supported Office).

#### **4.6 Onsite, T&M, and Block Services**

Onsite services (where included as an entitlement in the applicable SOW), T&M services, and services described as "block hours" or "block services" are delivered during Standard Service Hours on a commercially reasonable basis. While not subject to measurement under the SLA Performance Threshold or Service Level Credits, Abacus applies operational standards to these categories of services to support the efficiency and quality of delivery, with a goal of beginning or scheduling work within 3 Business Days of Client's request under these service types.

#### **4.7 Ticket Closure**

Abacus may close a Ticket when: (a) the Incident is resolved or the Request is fulfilled; (b) a workaround has been applied that eliminates or substantially reduces the functional impact of the Incident; (c) it has exhausted all commercially reasonable efforts within the scope of Covered Services and is unable to resolve the Incident or fulfill the Request; (d) Abacus has first made three (3) unsuccessful attempts during Business Days to establish contact with an impacted user; or (e) Client's or Client's user requests it. Abacus will use reasonable efforts to notify Client prior to closing a Ticket under clause (c).

#### **4.8 VIP Designation**

Where the applicable SOW provides for a VIP designation entitlement, Client may designate a limited number of Authorized Users as priority contacts ("VIP Users") by written request to Abacus, not exceeding five percent (5%) of Client's total Authorized User count under the applicable SOW. VIP Users receive enhanced visibility within Abacus's service management platform, which may include priority routing, heightened monitoring of open Tickets, and accelerated internal escalation thresholds.

The VIP designation is an operational enhancement only. It does not create separate or modified Service Level Targets, alter the Priority Level assignment framework in Section 3, or give rise to additional Service Level Credits.

## **5 Service Response Performance**

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### **5.1 Scope**

Both Incidents and Requests are subject to the TTT and TTA Service Level Targets set forth in Section 5.3 and are included in the SLA Performance Threshold calculation for purposes of Service Level Credit eligibility. Time to Resolve and Time to Fulfill Service Level Targets are expressed only to indicate Abacus's Service Level Objectives, but TTR and TTF are not subject to measurement under the SLA Performance Threshold and do not give rise to Service Level Credit eligibility. Abacus measures TTT and TTA independently for each Processed Ticket. Monthly compliance for each metric is calculated as the percentage of Processed Tickets that meet the applicable Service Level Target. If either metric falls below the SLA Performance Threshold in a given calendar month, Client may be eligible for a Service Level Credit determined by reference to the lower of the two compliance percentages and the Response Credits table in Section 8.1.

This SLA establishes targets for the Abacus’s responsiveness in triaging and beginning investigation or fulfillment of Tickets. It is not a guarantee of resolution within any specific timeframe, as resolution may depend on factors outside Abacus’s control, including third-party dependencies, vendor defects, and Client-side conditions.

Tickets generated internally by Abacus for operational, administrative, or maintenance purposes (such as patching, internal monitoring, or housekeeping tasks), or Tickets generated by Clients for billing, procurement, DDQ, or administrative inquiries, are not Incidents or Requests for purposes of this SLA and are excluded from SLA measurement and the Processed Ticket count.

## 5.2 Ticket Aggregation

Where multiple Tickets are submitted in connection with the same underlying Incident or root cause, Abacus will link such Tickets to a single parent Ticket. For purposes of SLA measurement and SLA Performance Threshold calculations, aggregated Tickets linked to the same parent Ticket will be treated as a single Processed Ticket. The SLA measurement clock for the parent Ticket begins at the timestamp of the earliest linked Ticket.

## 5.3 Service Level Targets

The following Service Level Targets apply to Incidents and Requests, subject to the measurement rules, thresholds, Excluding Conditions, and limitations in this SLA. All targets are measured in elapsed time during the applicable SLA Run Period, as described below.

Where a target is expressed as “next business day,” this means by end of Normal Business Hours on the next full Business Day following the Business Day on which the Ticket was created.

While only the SLA Run Period applies for SLA measurement purposes, Abacus operates its service desk on a continuous 24x7 basis and continues to accept, triage, and work Tickets at its discretion outside of Normal Business Hours on a commercially reasonable basis regardless of Priority Level.

INCIDENT TARGETS				
Priority Level	SLA Run Period	Time to Triage (TTT)	Time to Action (TTA)	Time to Resolve (TTR)
P1	24x7	15 minutes	30 minutes	8 hours
P2	Normal Business Hours	30 minutes	2 hours	2 Business Days
P3	Normal Business Hours	1 hour	4 hours	10 Business Days
P4	Normal Business Hours	1 hour	Next Business Day	10 Business Days
REQUEST TARGETS				
Priority Level	SLA Run Period	Time to Triage (TTT)	Time to Action (TTA)	Time to Fulfill (TTF)
All Levels	Normal Business Hours	1 hour	Next Business Day	10 Business Days

## 5.4 SLA Measurement Clock Start and Resumption

The SLA measurement clock begins at the earlier of: (a) automated monitoring detection, or (b) Client submission via an approved channel. Upon removal of a pause condition, the SLA clock resumes automatically.

## 5.5 Pause Conditions

The SLA measurement clock pauses during any of the following:

- (a) periods during which Abacus is awaiting required information, direction, approval, or action from Client, a Client user, or a third party;

- (b) periods of vendor dependency or third-party service involvement where Abacus is awaiting response or remediation outside its direct control;
- (c) scheduled Change windows and the period between Client approval of a Change and the scheduled implementation of that Change;
- (d) periods during which a Ticket is assigned or escalated to Client IT personnel or a third party and is awaiting action;
- (e) periods during which a Ticket is placed on hold at Client's express request;
- (f) time outside of Normal Business Hours, except for P1 Incidents;
- (g) dispatch and travel time for onsite service delivery, from the decision to send an engineer through the engineer's arrival at the Client site;
- (h) periods of unavailability or disruption of third-party services outside of Abacus's control to the extent such periods directly impact Abacus's ability to perform against the Service Level Targets; and
- (i) Force Majeure Events.

## 5.6 Excluding Conditions

In addition to the Pause Conditions in Section 5.5 and the Availability Exclusions in Section 7.4, a Ticket will not be deemed to have missed any Service Level Target for purposes of determining compliance with the SLA Performance Threshold if any of the following conditions apply:

- (a) a device, user, or IT service connected to the Ticket does not comply with the requirements specified in the applicable SOW, including that devices be used for business purposes, covered by an active manufacturer warranty or support contract, and in conformance with applicable configuration standards. This exclusion applies regardless of whether Abacus has approved a temporary exception or waiver for such non-compliance under the SOW;
- (b) a delay, outage, or error is caused by or attributable to the act or omission of Client, a Client user, or a third party over whom Abacus does not exercise direct control, including but not limited to Client-initiated actions that trigger a security response or access restriction, loss of Client-managed authentication credentials or devices, or failures in Client-supplied systems, circuits, connectivity, or infrastructure;
- (c) the Ticket is attributable to a defect, bug, or known issue in third-party software, firmware, or a platform that has been acknowledged by the applicable vendor or manufacturer, or for which a fix or patch is pending from the vendor, and Abacus has no commercially reasonable means to resolve the issue independently;
- (d) the support being sought is substantially connected to an activity designated as "best-efforts" in the applicable SOW or schedule;
- (e) Client's use of a system or service is contrary to applicable documentation or written instructions previously provided by Abacus;
- (f) the missed Service Level Target duration is de minimis, defined as less than two (2) minutes; or
- (g) the Ticket was generated in violation of Section 4.2 (unauthorized automated, bulk, or scheduled Ticket generation).

## 5.7 Monthly SLA Performance Threshold

SLA performance and compliance is assessed on a calendar-month basis after the close of the full calendar month. Abacus is deemed in compliance for a calendar month if the compliance percentage of each independently measured Service Level (TTT and TTA), after application of all Excluding Conditions, Pause Conditions, and Ticket Aggregation, meets or exceeds the Baseline threshold set forth in the Response Credits table in Section 8.1.

## 5.8 Minimum Ticket Volume

If fewer than fifty (50) Processed Tickets are closed during a calendar month, SLA performance for that month will be calculated as if fifty (50) Processed Tickets had occurred, solely for purposes of determining compliance with the SLA Performance Threshold.

## 6 Security Incidents

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### 6.1 Security Incidents

A “**Security Incident**” means an actionable security alert detected by Abacus’s security monitoring tools and validated as not a false positive, or a security concern reported by a Client user that is subsequently confirmed by Abacus as a genuine security event. Security Incidents are handled using specialized security operations workflows and are not subject to the Service Level Targets, SLA Performance Threshold, or Service Level Credits set forth in this SLA. For purposes of this SLA, containment or dismissal of a Security Incident satisfies any resolution expectation.

### 6.2 Security Monitoring Clients

Where the applicable SOW includes security monitoring services (such as MDR, SIEM, or EDR platform management) provided by Abacus (“**Security Monitoring Services**”), Security Incidents are managed within Abacus’s dedicated security operations workflow from the point of detection or reclassification, and the SLA measurement clock does not apply. Abacus uses the Service Level Objectives in Section 6.3 as non-binding operational response goals for such clients.

### 6.3 Security Incident Response Objectives

The following are non-binding Service Level Objectives apply to Security Incident response where the applicable SOW includes Security Monitoring Services. These SLOs do not constitute SLA commitments and are not eligible for Service Level Credits. Severity is assigned by Abacus’s security operations team; Abacus may update severity criteria upon written notification to Client. Each Response Target represents the time within which Abacus will begin responsive action (such as investigation, escalation, containment, or mitigation) following detection or confirmation.

Severity	Description	Response Target
<b>Critical</b>	True positive with high probability of lateral spread or critical business security impact.	30 minutes
<b>High</b>	True positive with low probability of lateral spread or limited business security impact.	4 hours
<b>Medium</b>	True positive of moderate severity on one or more covered systems.	1 Business Day
<b>Low</b>	True positive of low severity or informational alert.	3 Business Days

The SLOs do not apply to Security Incidents arising from Client’s failure to implement security recommendations previously communicated by Abacus, during Scheduled Maintenance or emergency maintenance, or while Abacus is awaiting action or approval from Client or a third party.

### 6.4 Clients without Security Monitoring Services

Where the applicable SOW does not include Security Monitoring Services, security-related concerns reported by Client users are handled as standard Incidents subject to the Priority Level assigned at triage; the SLOs in Section 6.3 do not apply. If Abacus determines during the course of investigating any Ticket that the underlying issue constitutes a confirmed security event, Abacus may reclassify the Ticket as a Security Incident, at which point SLA measurement ceases and neither the SLOs in Section 6.3 nor the Service Level Targets in Section 5.3 apply.

## 7 Service Availability

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## 7.1 Applicability

This Section 7 applies solely to services hosted in an Abacus-operated data center under the Abacus hybrid platform (“**Hosted Services**”), as identified in the applicable SOW. Services managed by Abacus on Client-owned, Client-leased, or third-party-hosted infrastructure (e.g. Microsoft Azure or Amazon AWS) are not subject to this Section 7.

For purposes of this Section 7, Hosted Services “Availability” is measured at the Abacus-managed hosting platform layer (including facility environment, power, internet connectivity to the Abacus edge, network, storage, compute, and hypervisor services used to deliver Hosted Services) and does not include the availability, operability, or performance of any guest operating system, virtual machine configuration, application, database, middleware, or other software running within a virtual machine, except to the extent that Abacus is responsible for the management of such items under the express provisions of an applicable SOW.

## 7.2 Availability Commitment

Abacus will use commercially reasonable efforts to achieve **99.9% Monthly Availability** for Hosted Services, measured by the ability of authorized users to access and utilize such services, excluding Availability Exclusions.

## 7.3 Downtime and Availability Calculation

For purposes of this Section 7, “**Downtime**” means a period during which Hosted Services are unavailable for access and use by a material portion of Authorized Users (generally meaning more than ten percent (10%) of such users) due to an issue within Abacus’s direct control, excluding Availability Exclusions.

Monthly Availability is calculated as:

$$\text{(Total Eligible Minutes – Downtime Minutes)} \div \text{Total Eligible Minutes} \times 100\%$$

“**Total Eligible Minutes**” means total minutes in the calendar month minus all Excluded Minutes. “**Downtime Minutes**” means the aggregate of all qualifying Downtime during the month after application of all Availability Exclusions.

## 7.4 Availability Exclusions

The following events are excluded from Downtime calculations:

- (a) Scheduled Maintenance performed outside Normal Business Hours or with advance notice to Client in accordance with Section 7.5;
- (b) emergency maintenance or urgent hotfixes required to address security vulnerabilities or material operational risk;
- (c) failures caused by third-party software, platforms, utilities, or telecommunications services not under Abacus’s direct control;
- (d) Client-supplied hardware, software, configurations, credentials, or connectivity issues;
- (e) service interruptions caused by Client actions, including security testing, misuse, or configuration changes;
- (f) failures attributable to Force Majeure Events; and
- (g) intermittent or de minimis interruptions lasting less than five (5) minutes.

## 7.5 Scheduled Maintenance

Scheduled Maintenance will be performed outside Normal Business Hours unless otherwise agreed in writing by the parties. Abacus will provide Client with advance notice of Scheduled Maintenance as follows:

- (a) **Routine maintenance** (standard patches, updates, and recurring infrastructure maintenance): not less than forty-eight (48) hours’ advance notice;
- (b) **Major maintenance** (changes to core infrastructure, platform migrations, or maintenance expected to result in Downtime exceeding thirty (30) minutes): not less than five (5) Business Days’ advance notice; and

- (c) **Emergency maintenance** (maintenance required to address an active or imminent security vulnerability, system failure, or material operational risk): notice as soon as practicable, with no minimum notice period required.

Abacus will provide maintenance notices through the Abacus Portal, email to Client’s designated contacts, or such other method as Abacus may reasonably determine.

## 8 Service Level Credits

### 8.1 Response Credits

A Service Level Credit for response performance becomes eligible only if Abacus fails to meet the SLA Performance Threshold for either TTT or TTA for a calendar month. The SLA Performance Threshold and Service Level Credits do not apply to the Service Level Targets for Time to Resolve or Time to Fulfill. The credit tier is determined by reference to the lower of the two compliance percentages after application of all Excluding Conditions, Pause Conditions, and Ticket Aggregation, as set forth in the table below:

% of Processed Tickets Meeting Targets	Credit (% of Monthly Recurring Charges)
95.0% – 100.0% (Baseline — No Failure)	0%
90.0% – 94.9%	2.5%
85.0% – 89.9%	5%
80.0% – 84.9%	10%
Below 80.0%	15%

### 8.2 Availability Credits

Availability Credits become eligible when Monthly Availability for Hosted Services falls below the committed level after application of all Availability Exclusions:

Monthly Availability	Credit (% of Monthly Recurring Charges)
≥ 99.9%	0%
99.0% – 99.8%	5%
98.0% – 98.9%	10%
Below 98.0%	15%

### 8.3 Credit Basis

Response Credits and Availability Credits are calculated independently and apply to the Monthly Recurring Charges for the affected Abacus Products and Services. For purposes of credit calculation, Monthly Recurring Charges exclude any separately stated fees for Third-Party Services (including, without limitation, Microsoft licensing and other third-party software or platform fees) as incorporated in the applicable SOW.

### 8.4 Aggregate Credit Cap

The total Service Level Credits issued for any calendar month shall not exceed fifteen percent (15%) of the applicable Monthly Recurring Charges for each affected service category for that month. Credits do not stack across Service Level categories, individual Tickets, or measurement periods, and do not carry forward to future months.

## 8.5 Validation

All Service Level Credits are subject to validation by Abacus based on the data maintained in Abacus's ticketing and monitoring platform, which serves as the authoritative source for all SLA measurements. Validation includes confirmation of the applicable Service Level Target, Ticket eligibility, and application of all Excluding Conditions, Pause Conditions, and Ticket Aggregation.

## 8.6 Credit Claim Process

To be eligible for a Service Level Credit, Client must submit a written request to Abacus within thirty (30) days following the end of the calendar month in which Client believes the SLA Performance Threshold was not met. The request must identify the Service Level category at issue and the applicable month. Service Level Credits are not automatic; credits not requested within this period are permanently waived. As a condition of eligibility, Client must have no undisputed past-due invoices (for which Abacus has provided not less than ten (10) days' written notice) outstanding at the time the request is submitted. The thirty (30) day claim period is not extended or tolled by reason of Client's outstanding invoices.

## 8.7 Credit Limitations

Service Level Credits:

- (a) apply only as a credit against future invoices for the affected Abacus Products and Services;
- (b) have no cash or refund value;
- (c) do not survive termination of the applicable SOW; and
- (d) may not be applied to invoices for services not covered under the applicable SOW.

## 8.8 Sole and Exclusive Remedy

Service Level Credits are Client's sole and exclusive remedy for any failure to meet a Service Level, whether related to service availability or service response. A failure to meet the Availability Commitment or SLA Performance Threshold alone does not constitute a material breach of the MSA or any SOW between the parties.

# 9 Reporting

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## 9.1 SLA Reporting

Upon Client's written request, Abacus will make SLA performance data for a given calendar month available in the format provided at Abacus's discretion (which may include a report document, dashboard, or portal access).

## 9.2 Operational Metrics (Non-SLA)

Metrics provided for operational, informational, or service management purposes that are not expressly identified as Service Levels in this SLA — including ticket volumes, average response times, and escalation rates — are not SLAs, do not constitute service level commitments, and do not give rise to Service Level Credits.