End User License Agreement (EULA)

Stilwell & Associates of the USA, Inc. (Stilwell) EULA contains the terms of use applicable to *all* SAFETK software (on-premise and cloud-hosted).
Effective: January 1, 2026

Table of Contents

Section 1. Scope and Applicability
Section 2. Using Stilwell Technology
Section 3. Additional Conditions of Use
Section 4. Fees
Section 5. Confidential Information and Use of Data
Section 6. Ownership
Section 7. Indemnification
Section 8. Representations
Section 9. Liability
Section 10. Termination and Suspension
Section 11. General Provisions
Section 12. Definitions
Appendix A – Software Subscription Transfer Letter
Appendix B – Service Level Agreement

Section 1. Scope and Applicability

This End User License Agreement ("EULA") between You and Stilwell covers Your use of the Software and Cloud Services ("Stilwell Technology"). This document also incorporates any Product Specific Terms that may apply to the Stilwell Technology You acquire. Definitions of capitalized terms are in Section 13 (Definitions).
You agree to be bound by the terms of this EULA through (a) Your download, installation, or use of the Stilwell Technology; or (b) Your express agreement to this EULA.
If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Stilwell Technology. You may request a refund for the Software within 30 days of Your initial purchase provided You return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where You have expressly agreed to end user license terms with Stilwell as part of a transaction with an Approved Source.

The customer will receive during the term of this EULA:

Periodic releases containing improvements and enhancements to SafeTK® provided by Stilwell & Associates.

Periodic maintenance releases for SafeTK®

Telephone, WEB and written support between the customer and Stilwell & Associates personnel

Form/Report and Database changes are not included; these will be evaluated on a case by case basis and a determination of support costs will be provided in a quote. We follow the 60% rule for forms where if a form needs modified over 60%, we will have to quote the work required.

Section 2. Using Stilwell Technology

2.1. License and Right to Use. Stilwell grants You a non-exclusive, non-transferable (except with respect to Software as permitted under the Stilwell Software Subscription Transfer Letter) (a) license to use the Software; and (b) right to use the Cloud Services, both as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the "Usage Rights").

2.2. Use by Third Parties. You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for (a) ensuring that such Authorized Third Parties comply with this EULA and (b) any breach of this EULA by such Authorized Third Parties.

2.3. Upgrades or Additional Copies of Software. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have (a) acquired such rights under a support agreement covering the applicable Software; or (b) You have purchased the right to use Upgrades or additional copies separately.

2.4. Interoperability of Software. If required by law and upon Your request, Stilwell will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to any additional terms reasonably required by Stilwell. You will treat such information as Confidential Information.

2.5. Subscription Renewal. Usage Rights in Stilwell Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or Your Stilwell Partner placed with Stilwell ("Renewal Term") unless: (a) You notify Your Approved Source in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew; or (b) You or Your Stilwell Partner elect not to auto-renew at the time of the initial order placed with Stilwell. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Stilwell Partner promptly notify Stilwell in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

Section 3. Additional Conditions of Use

3.1. Stilwell Technology Generally. Unless expressly agreed by Stilwell, You may not (a) transfer, sell, sublicense, monetize or make the functionality of any Stilwell Technology available to any third party; (b) use the Software on second hand or refurbished equipment not authorized by Stilwell, or use Software that is licensed for a specific device on a different device; (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works

of the Stilwell Technology; or (e) use Stilwell Content other than as part of Your permitted use of the Stilwell Technology.

3.2. Cloud Services. You will not intentionally (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security; (b) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively impacts the Cloud Service's operation; or (d) submit any information that is not contemplated in the applicable Documentation.

3.3. Evolving Stilwell Technology. Stilwell may: (a) enhance or refine a Cloud Service, although in doing so, Stilwell will not materially reduce the core functionality of that Cloud Service, except as contemplated in this Section; and (b) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which time You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Stilwell will provide You with advance notice of such maintenance. You acknowledge that, from time to time, Stilwell may need to perform emergency maintenance without providing You advance notice, during which time Stilwell may temporarily suspend Your access to, and use of, the Cloud Service.

3.4. Stilwell may end the life of Stilwell Technology, including component functionality ("EOL"), by providing written notice on Stilwell-associates.com. If You or Your Approved Source prepaid a fee for Your use of the Stilwell Technology that becomes EOL before the expiration of Your then-current Usage Term, Stilwell will use commercially reasonable efforts to transition You to a substantially similar Stilwell Technology. If Stilwell does not have substantially similar Stilwell Technology, then Stilwell will credit You or Your Approved Source any unused portion of the prepaid fee for the Stilwell Technology that has been declared EOL ("EOL Credit"). The EOL Credit will be calculated from the last date the applicable Stilwell Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Stilwell products.

3.5. Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Stilwell of any known or suspected unauthorized use of or access to Your account.

3.6. Use with Third Party Products. If You use the Stilwell Technology together with third-party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Stilwell does not provide support or guarantee ongoing integration support for products that are not a native part of the Stilwell Technology.

Section 4. Fees

To the extent permitted by law, orders for the Stilwell Technology are non-cancellable. Fees for Your use of Stilwell Technology are set out in Your purchase terms with Your Approved Source. If You use Stilwell Technology beyond Your Entitlement ("Overage"), the Approved Source may invoice You, and You agree to pay, for such Overage.

Section 5. Confidential Information and Use of Data

5.1. Confidentiality. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who have a need to know ("Permitted Recipients"). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2. How We Use Data. Stilwell will access, process and use data in connection with Your use of the Stilwell Technology in accordance with applicable privacy and data protection laws.

5.3. Notice and Consent. To the extent Your use of the Stilwell Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Stilwell Technology.

Section 6. Ownership

Except where agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Stilwell retains ownership of the Stilwell Technology and Stilwell Content. Stilwell may use any feedback You provide in connection with Your use of the Stilwell Technology as part of its business operations.

Section 7. Indemnification

7.1. Claims. Stilwell will defend any third-party claim against You that Your valid use of Stilwell Technology under Your Entitlement infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Stilwell will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You: (a) promptly notify Stilwell in writing of the IP Claim; (b) fully cooperate with Stilwell in the defense of the IP Claim; and (c) grant Stilwell the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Stilwell will have no obligation to reimburse You for attorney fees and costs incurred prior to Stilwell's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.

7.2. Additional Remedies. If an IP Claim is made and prevents Your exercise of the Usage Rights, Stilwell will either procure for You the right to continue using the Stilwell Technology or replace or modify the Stilwell Technology with functionality that is at least equivalent. Only if Stilwell determines that these alternatives are not reasonably available, Stilwell may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Stilwell Technology for the remainder of the unexpired Usage Term.

7.3. Exclusions. Stilwell has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (b) Your modification of any Stilwell Technology or modification by a third party; (c) the amount or duration of use made of the Stilwell Technology, revenue You earned, or services You offered; (d) combination, operation, or use of Stilwell Technology with non-Stilwell products, software or business processes; (e) Your failure to modify or replace Stilwell Technology as required by Stilwell; or (f) any Stilwell Technology provided on a no charge, beta or evaluation basis.

7.4. This Section 7 states Stilwell's entire obligation and Your exclusive remedy regarding any IP Claims against You.

Section 8. Representations

8.1. Malicious Code. Stilwell will use commercially reasonable efforts to deliver the Stilwell Technology free of Malicious Code.

8.2. Qualifications. Section 8.1 does not apply if the Stilwell Technology or the equipment on which it is authorized for use: (a) has been altered, except by Stilwell or its authorized representative; (b) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Stilwell's instructions; (c) is acquired on a no charge, beta or evaluation basis; (d) is not a Stilwell-branded product or service; or (e) has not been provided by an Approved Source.

Where Stilwell provides a refund of license fees paid for Software, You must return or destroy all copies of the applicable Software. Except as expressly stated in this Section, to the extent allowed by applicable law, Stilwell expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Stilwell Technology will be secure, uninterrupted or error free. If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, where prohibited, they will not apply.

Section 9. Liability

Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings. The maximum aggregate liability of each party under this EULA is limited to (a) for claims solely arising from Software licensed on a perpetual basis, the fees received by Stilwell for that Software; or (b) for all other claims, the fees received by Stilwell for the applicable Stilwell Technology and attributable to the 12 month period immediately preceding the first event giving rise to such liability.

These limitations of liability do not apply to liability arising from (a) Your failure to pay all amounts due; or (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Stilwell Technology Generally), 3.2 (Cloud Services) or 11.8 (Export). This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

Section 10. Termination and Suspension

10.1. Suspension. Stilwell may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (Stilwell Technology Generally), 3.2 (Cloud Services) or 11.8 (Export).

10.2. Termination. If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. Stilwell may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Stilwell Technology Generally), 3.2 (Cloud Services) or 11.8 (Export). Upon termination of the EULA, You must stop using the Stilwell Technology and destroy any copies of

Software and Confidential Information within Your control. If this EULA is terminated due to Stilwell's material breach, Stilwell will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination. Upon Stilwell's termination of this EULA for Your material breach, You will pay Stilwell or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Stilwell Technology after termination, Stilwell or the Approved Source may invoice You, and You agree to pay, for such continued use.

Section 11. General Provisions

11.1. Survival. Sections 4, 5, 6, 8, 9, 10 and 11 survive termination or expiration of this EULA.

11.2. Third Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

11.3. Assignment and Subcontracting. Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent. Stilwell may (a) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Stilwell, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance associated with the Stilwell Technology to third parties, provided that such subcontract does not relieve Stilwell of any of its obligations under this EULA.

11.4. U.S. Government End Users. The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

11.5. Stilwell Partner Transactions. If You purchase the right to use Stilwell Technology from a Stilwell Partner, the terms of this EULA apply to Your use of that Stilwell Technology and prevail over any inconsistent provisions in Your agreement with the Stilwell Partner.

11.6. Modifications to the EULA. Stilwell may change this EULA or any of its components by updating this EULA on Stilwell.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.

11.7. Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Stilwell may restrict the availability of the Stilwell Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.

If You use the Stilwell Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.

11.8. Export. Stilwell's Software, Cloud Services, products, technology and services (collectively the "Stilwell Products") are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Stilwell Products in a way that would cause Stilwell to violate those laws. You also agree to obtain any required licenses or authorizations.

11.9. Governing Law and Venue. This Agreement shall be governed by the substantive laws of Virginia, without giving effect to any law or rule that would result in a court applying the laws of any other jurisdiction. Any litigation commenced by Customer arising out of this Agreement or any other dealings between the parties must be conducted in a state or federal court of competent jurisdiction situated in the City of Chesapeake, Virginia, or the City of Norfolk, Virginia. Customer and Stilwell irrevocably consent to the jurisdiction and venue of such courts with respect to any litigation between them.

11.10. Notice. Any notice delivered by Stilwell to You under this EULA will be delivered via email, regular mail or postings on Stilwell-associates.com. Notices to Stilwell should be sent to Stilwell & Associates of the USA, Inc. PO Box 39406, Alexandria, VA. 22334-0906 unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.

11.11. Force Majeure. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

11.12. NoWaiver. Failure by either party to enforce any right under this EULA will not waive that right.

11.13. Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

11.14. Entire agreement. This EULA is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

11.15. Translations. Stilwell may provide local language translations of this EULA in some locations. You agree that those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.

11.16. Order of Precedence. If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is: (a) such Product Specific Terms; (b) this EULA (excluding the Product Specific Terms and any Stilwell policies); then (c) any applicable Stilwell policy expressly referenced in this EULA (collectively, the "Contract Documents").

Section 12. Definitions

"Affiliate" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

"Approved Source" means Stilwell or a Stilwell Partner.

"Authorized Third Parties" means Your Users, Your Affiliates, Your third-party service providers, and each of their respective Users permitted to access and use the Stilwell Technology on Your behalf as part of Your Entitlement.

"Stilwell" "we" "our" or "us" means Stilwell & Associates of the USA, Inc.. or its applicable Affiliate(s).

"Stilwell Content" means any (a) content or data provided by Stilwell to You as part of Your use of the Stilwell Technology and (b) content or data that the Stilwell Technology generates or derives in connection with Your use. Stilwell Content includes geographic and domain

information, rules, signatures, threat intelligence and data feeds and Stilwell's compilation of suspicious URLs.

"Stilwell Partner" means a Stilwell authorized reseller, distributor or systems integrator authorized by Stilwell to sell Stilwell Technology.

"Cloud Service" means the Stilwell hosted software-as-a-service offering or other Stilwell cloud-enabled feature described in the applicable Product Specific Terms. Cloud Service includes applicable Documentation and may also include Software.

"Confidential Information" means non-public proprietary information of the disclosing party ("Discloser") obtained by the receiving party ("Recipient") in connection with this EULA, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

"Delivery Date" means the date agreed in Your Entitlement, or where no date is agreed: (a) where Usage Rights in Software or Cloud Services are granted separately: (i) for Software, the earlier of the date Software is made available for download or installation, or the date that Stilwell ships the tangible media containing the Software, and (ii) for Cloud Services, the date on which the Cloud Service is made available for Your use; or (b) where Usage Rights in Software and Cloud Services are granted together, the earlier of the date Software is made available for download, or the date on which the Cloud Service is made available for Your use.

"Documentation" means the technical specifications and usage materials officially published by Stilwell specifying the functionalities and capabilities of the applicable Stilwell Technology.

"Entitlement" means the specific metrics, duration, and quantity of Stilwell Technology that You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Stilwell buying program.

"Malicious Code" means code that is designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Stilwell Technology (for example, as part of some of Stilwell's security products).

"Product Specific Terms" means additional product related terms applicable to the Stilwell Technology

"Software" means the Stilwell computer programs including Upgrades, firmware and applicable Documentation.

"Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

"Usage Term" means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Stilwell Technology.

"User" means the individuals (including contractors or employees) permitted to access and use the Stilwell Technology on Your behalf as part of Your Entitlement.

"You" means the individual or legal entity purchasing the right to use the Stilwell Technology.

Appendix A

Stilwell & Associates of the U.S.A., Inc.

PO BOX 39406
Alexandria, VA. 22334-0906

Subject: SAFETK Software Subscription Transfer from [insert old owner company name here] to [insert new owner company name here].

Attn: <Customer>

This outlines the requirements regarding executing a Software Subscription Transfer Agreement for Stilwell & Associate's (Stilwell) licensed product (SAFETK). Below is the Software Subscription Transfer Agreement form. *(If any changes are required, please use track changes to identify those changes)*

There are no Software Subscription Transfer fees.

New owner will be required to pay for the 1st full year's annual subscription fee (See line 5 listed below)

Upon receipt of the signed Software Subscription Transfer Agreement, Stilwell will review, sign and return fully executed agreement.

If you have any questions, please contact us at 1-757-340-9895 or by e-mail to admin@stilwell-associates.com.

We look forward to a continuing business relationship with you.

Sincerely,

Brendan McGarry, CFO
Stilwell & Associates of the USA, Inc.
PO Box 39406
Alexandria, VA. 22334-0906
Office: 757-340-9895
Fax: 757-340-0787

Software Subscription Agreement

TRANSFEROR (Previous Owner): (Stilwell will complete this section)

1. Company Name:
2. Account Number:
3. Software: SAFETK (Safety Permitting Software)
4. License Subscription Type: (*Stilwell will complete*)

5. Annual Subscription Fee: $0.00
6. Agreement Dates:
7. Company Address:
8. City: State: Zip:
9. Reason for Transfer:

TRANSFEREE (New Owner):

Transferee hereby accepts the transfer of the Software subscription identified above and hereby acknowledges and understands that the transfer will not be effective until the signature page is fully executed by both parties.

1. Company Name: _____
2. Contact Name: _____
3. Title (if Business Account): _____
4. Address: _____
5. City: _____ State: _____ Zip:_____
6. Day Phone: _____ Fax: _____
7. E-mail Address: _____

Software Subscription Transfer Agreement

Signature Page

In witness whereof, the parties hereto have set their hands and seals

TRANSFEROR:	TRANSFEREE:	VENDOR: **STILWELL & ASSOCIATES OF THE USA, INC.**
By:	By:	By:
Name:	Name:	Name: Brendan McGarry
Title:	Title:	Title: Chief Financial Officer
Date	Date	Date

When the "Transferor" and "Transferee" information and signature is completed, please return this page to Stilwell & Associates of the USA, Inc. via Fax: 757-340-0787 or by email to admin@stilwell-associates.com

After receipt of signature page, a fully executed copy will be returned for your records.

Thank you for allowing Stilwell & Associates to become your Safety Permitting Software provider.

Appendix B

Service Level Agreement

This Service Level Agreement ("SLA") is entered into this ___ day of _____, by and between You and Stilwell & Associates of the USA, Inc. ("Stilwell"), in connection with the End User License Agreement ("EULA") entered into on __ day of _____ by and between You and Stilwell.

1. Functionality. The functionality of the Stilwell Technology shall conform and be determined by metrics defined in the Contract Documents.
2. Availability. The availability of the Stilwell Technology shall be determined by the agreed upon metrics within the Service Level Agreement. Stilwell agrees the Stilwell Technology shall be available 99.5% of the time based on the agreed upon availability formula.
3. Downtime. Stilwell shall measure downtime monthly and report to You for purposes of determining percentage of Availability per the Agreement.
   3.1. Scheduled. Stilwell shall be responsible for notifying You thirty (30) days in advance of any planned or scheduled downtime of the Stilwell Technology including but not limited to maintenance or updates.
   3.2. Unplanned. Stilwell shall be responsible for notifying You immediately of any unplanned downtime. Unplanned downtime is considered downtime that is not Scheduled.
4. Service Credits. If Stilwell fails to meet the agreed upon Service Level Availability, You will be entitled to receive credits or deductions from Your fees ("Service Credit") as set forth below. Such credits or deductions are expressed as a percentage of Stilwell's total monthly prorated fees during the month in which the Service Credit applies. Service Credits for Fees paid on an annual basis shall be based on a monthly equivalent fee. In addition to Service Credits, if Availability is below 95% for two (2) consecutive months in a twelve (12) month period or three (3) total months in a twelve (12) month period, Stilwell will be considered in breach of warranty subject to the applicable terms set forth in the EULA.

Availability	Service Level Credit
99.5% or greater	No Service Level Credit
99.499%-99.000%	5% of the monthly prorated subscription fee
98.999%-98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee

5. Stilwell Technology Response Time. Stilwell's response commitment for Stilwell Technology processing is: (i) 90% of transactions in one (1) second or less and (ii) not more than 5% in two and a half (2.5) seconds or more. Stilwell Technology processing is the processing time to complete transactions submitted. The time required to complete the request will be measured from the point in time when the request has been fully received by the

encryption endpoint in the Stilwell data center, until such time as the response begins to be returned for transmission to You. You may request a Service Response report once per month via Stilwell's customer service. Failure to meet Stilwell's response time commitment for six (6) consecutive months shall be considered a breach of warranty subject to the applicable terms set forth in the EULA.