SERVICE LEVEL AGREEMENT ("SLA")

The following SLA shall <u>only</u> be applicable for Subscriber's primary production environment(s) of the Services as subscribed to under the applicable agreement with Addepar (the "<u>Agreement</u>" or "<u>Master Terms</u>"). All 'Beta' features of the Services, any 'Sandbox' or 'QA' environment to which Subscriber may subscribe under the Agreement, and integrations with third-party products are <u>not</u> subject to this SLA.

1. <u>**ERROR RESOLUTION.**</u>

   a. **Error Priority.** Upon either written notification from Subscriber or Addepar's detection of an Error with the Services, Addepar will attempt to reproduce the Error and assign it a priority level in accordance with the following table (the "<u>Priority Level</u>"). Addepar shall classify the priority of an Error based on its reasonable assessment of the Error's effect on Subscriber's use of the Services as follows, provided, if Subscriber believes an Error is not in the correct Priority Level, Subscriber may escalate for consideration of reassignment to Addepar's client management leadership, but Addepar is under no obligation to reassign a Priority Level:

Priority Level	*Description*
Priority One - Critical	An Error that severely impacts or renders Subscriber's or End Users' use of the Services inoperative or causes Subscriber's or End Users' use of the Services to fail.
Priority Two - Major	An Error which substantially degrades the performance Subscriber's or End Users' use of the Services or materially restricts Subscriber's or End Users' use of the Services for which no Workaround is available.
Priority Three - Minor	An Error which causes only a minor impact on Subscriber's or End Users' use of the Services or an otherwise Priority Two Error for which a Workaround exists.
Priority Four - Trivial	An Error which causes only a negligible impact on Subscriber's or End Users' use of the Services.

   b. **Response to Errors.** Addepar shall exercise diligent efforts to correct any Priority One Error. Addepar shall exercise commercially reasonable efforts to correct any non- Priority One Error. If Addepar believes that a problem reported by Subscriber was not due to an Error in the Services, Addepar will notify Subscriber, providing reasonable documentation to support such conclusion. Addepar shall notify Subscriber as soon as commercially reasonable of any Priority One errors identified. Upon Subscriber's written request, at the resolution of all Priority One Errors, Addepar will provide an incident report to Subscriber outlining incident description, assigned Priority Level, start and end time of incident, root cause analysis, and mitigation or remediation steps taken.

   i. <u>**Priority One - Critical.**</u> Promptly following its classification of an Error as a Priority One Error, Addepar will commence the following procedures: (i) assign engineers to correct the Error(s); (ii) notify Addepar management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide periodic reports on the status of the corrections; and (iv) initiate work to mitigate the impact and resolve the Error. For the avoidance of doubt, a Service Outage will be considered a Priority One Error.

   ii. <u>**Priority Two - Major.**</u> Promptly following its classification of an Error as a Priority Two Error, Addepar will commence the following procedures: (i) assign engineers to correct the Error(s); (ii) notify Addepar management that such Errors have been reported and of steps being taken to correct such Error(s); and (iii) provide periodic reports on the status of the corrections.

iii. **Priority Three - Minor.** Following its classification of an Error as Priority Three Error, Addepar will include the Fix for the Error in a future release.

iv. **Priority Four - Trivial.** Following its classification of an Error as Priority Four Error, Addepar may include the Fix for the Error in a future release.

c. **Response Initiation and Resolution Time Periods.** Addepar will use diligent efforts to meet the following response and resolution times:

Priority Level	Response Initiation Time	Targeted Resolution
Priority One	1 hour	Within 12 hours
Priority Two	2 hours	Within 24 hours
Priority Three	24 hours	Error resolved in a future release
Priority Four	60 hours	Error resolved at Addepar discretion

d. **Escalation and Remedy.** In the event that Addepar fails to meet its response initiation obligations under this section, the Error shall be escalated pursuant to the protocol listed below. If Addepar fails to respond to the Error at all after all escalations have been made, Subscriber shall be entitled to seek all available remedies allowed under the Agreement.

Response Initiation Overdue by	Escalation Contact	Contact E-mail
30 minutes	Support and Ops	escalation-ops-leads@addepar.com
1 hour	Client Management coverage	escalation-client-leads@addepar.com
3 hours	Business Leadership	escalation-business-leads@addepar.com
5 hours	Senior Management	escalation-executive@addepar.com

2. **ACCESSIBILITY AND UPTIME.**

a. **Availability.** The Services provided to Subscriber will generally be accessible twenty-four (24) hours a day, seven (7) days a week. Addepar aims for Subscriber's use of the Services to meet an Availability Percentage of at least ninety-nine point five percent (99.5%) of the time in each calendar month (the "Availability Target"). "Availability Percentage" for the month will be calculated as the total number of minutes in the calendar month minus the number of minutes in such calendar month that the Services are suffering from a reported Service Outage divided by the total number of minutes in the calendar month, expressed as a percentage. Final determinations with respect to the Availability Percentage will be based solely on Addepar's records and data.

b. **Remedy.** If Addepar fails to meet its Availability Target in three (3) months out of any six (6) month consecutive period, Subscriber may elect to terminate the Agreement by providing written notice of its election within thirty (30) days after the end of the calendar month giving rise to such right to terminate. In the event of any such termination, Addepar shall grant Subscriber a prorated refund of any Subscription Fees applicable to the period following such termination date. Notwithstanding anything in the Agreement to the contrary, the foregoing right of termination is Subscriber's sole and exclusive remedy for Addepar's failure to meet the Availability Target.

c. **Scheduled Downtimes.** Addepar will use commercially reasonable efforts to schedule downtimes for the Services only from 9:00 p.m. Friday to 12:00 a.m. Monday, all times Eastern Time. Addepar will give notice of each Scheduled Maintenance via the Services for downtimes expected to last less than thirty (30) minutes ("minor downtime") and via email notification for longer downtimes ("major downtime"). Notice will be provided not less

than twenty-four (24) hours in advance of minor downtimes and not less than forty-eight (48) hours in advance of major downtimes. The parties agree that Addepar schedules bi-weekly (every two weeks) Services updates on weekends and that such updates constitute Scheduled Maintenance hereunder to the extent Subscriber's use of the Services become unavailable due to such updates. Subscriber hereby acknowledges that the foregoing sentence constitutes sufficient notice to satisfy Addepar's notice obligations under this paragraph.

    d. **Hotfix Downtime**. Addepar will use commercially reasonable efforts to schedule downtimes related to Hotfixes during weeknights between 9:00 p.m. and 12:00 a.m. Eastern Time, or during weekends Eastern Time. Addepar will use commercially reasonable efforts to give advance notice of each Hotfix downtime via the Services for minor downtimes and via email notification for major downtimes.

3. **TECHNICAL ASSISTANCE.**

    a. **In General.** Addepar shall provide technical support, including assistance designed to resolve problems with Subscriber's use of the Services, to Subscriber's administrators or designated technical contact Addepar technical support can be reached via the Contact Support functionality within the Services or via the support hotline at +1 (855) 464-6268 ext. 2.

    b. **Support Hours.** Provided there is no restriction on services and support being provided from outside of the United States and/or the United Kingdom in Subscriber's Agreement, Addepar's technical support staff shall be available to provide the aforementioned technical assistance to Subscriber twenty-four (24) hours a day, seven (7) days a week.

4. **EXCLUSIONS.** Addepar's obligations and Subscriber's entitlement to remedies under this SLA do not apply to the following circumstances: (i) the performance of Internet networks controlled by other companies or traffic exchange points (including NAPs and MAEs) that are controlled by other companies; (ii) any technology, data or content (including any Subscriber data or technology) which are either supplied by Subscriber to Addepar for inclusion in the Services, or are supplied by third parties or are made to interface with the Services through Subscriber's third party arrangements or business relationships; (iii) Subscriber takes any action that imposes an unreasonable or disproportionately large load on Addepar's infrastructure beyond the expected normal course of business based on Subscriber's licensed use; (iv) any connections (including but not limited to browsers, modems, telecom lines, or other communication software, devices or channels) of any user related to Subscriber's use of the Services, including employees or end clients of Client, which are not Addepar-managed and are used by such user to access the Services; (v) the problem is a result of the negligent or willful acts or omissions of Subscriber, its employees, contractors or agents or its Authorized Users, including Subscriber's nonfulfillment of its obligations under the Agreement; (vi) Subscriber's use of the Services is unavailable as a result of circumstances or causes beyond the reasonable control of Addepar; (vii) Subscriber's use of the Services is unavailable due to termination or suspension of the Services under the Agreement due to violations of applicable law or equivalent sections; (viii) any Scheduled Maintenance. Addepar shall have no liability for any changes in Subscriber's hardware which may be necessary to use the Services due to a Workaround.

5. **SUPPORT CONTACTS.** Subscriber is entitled to have up to two (2) Named Support Contacts at a time for Subscriber's subscription to the Advisor Platform *plus* (i) one (1) additional Named Support Contact if Subscriber has procured a 'Sandbox' environment, and (ii) up to two (2) additional Named Contacts for each applicable Add-On Product procured by Subscriber. The Services' system administrator (as determined and permissioned by Subscriber) can reach out to its Addepar client management team to add, update, or remove Named Support Contacts as needed.

Subscriber's Named Support Contacts shall be responsible for:
    i. overseeing Subscriber's support case activity;
    ii. developing and deploying troubleshooting processes within Subscriber's organization;
    iii. resolving password reset, username, and lockout issues for Subscriber;
    iv. ensuring that Subscriber's users are properly trained and use the Services as intended; and
    v. providing technical staff to assist with non-application issues such as network issues.

Subscriber shall ensure that Named Support Contacts:
    i. have completed, at a minimum, the basic Academy training course currently titled 'Academy Online: Getting Started', which is included at no additional charge to Subscriber as part of online training;

ii. have completed any supplemental training appropriate for the Named Support Contact's specific role or Subscriber's usage of the Services;

iii. are knowledgeable about the Services or related service in order to help resolve, and to assist Addepar in analyzing and resolving technical issues;

iv. have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Addepar in diagnosing and triaging it; and

v. Are enabled for full access permission within the Services.

6. **SLA DEFINITIONS.** The following terms shall have the meanings assigned to them in this Section 6. Capitalized terms (i) defined elsewhere in this SLA shall have the meanings assigned to them in such other location or (ii) used but not defined in this SLA shall have the meanings assigned to them in the Agreement, as applicable.

a. "Add-On Product" means, for the purposes of this SLA, (i) Addepar's proprietary portfolio forecasting and liquidity service software currently known as '*Navigator*', (ii) Addepar's proprietary trading and rebalancing proprietary software currently known as '*AdvisorPeak*' or '*Addepar Trading*', (iii) Addepar's proprietary system for processing documents on alternatives investments known as '*Alts Data Management (ADM)*' or '*Addepar Alternatives*', and (iv) Addepar's managed platform for the performance of analytics and data management, known as '*Addepar Data Exchange*' or '*ADX*'.

b. "Eastern Time" means Eastern Standard Time (EST) or Eastern Daylight Time (EDT) in the United States, whichever is in effect.

c. "Error" means an error, bug or defect with Subscriber's use of the Services that causes Subscriber's use of the Services to operate incorrectly (or interact with other software or data incorrectly) or results in errors when using the Services or otherwise materially degrades Subscriber's use of the Services and is documented by Subscriber and reproducible by Addepar.

d. "Fix" means the repair or update of Subscriber's use of the Services to remedy an error.

e. "Hotfix" means an update to the Services to fix an Error that takes place outside of Addepar's standard release schedule where such Error is related to functionality, security or other vulnerabilities that need to be addressed promptly.

f. "Named Support Contact" means an individual person employed or working on behalf of Subscriber that acts as a designated liaison between Subscriber and Addepar for technical support. For clarity, a Named Support Contact is sometimes referred to as a "Power User".

g. "Response Initiation" means the logging of an incident and a system-generated incident alert, followed by an acknowledgement in the system by an Addepar Infrastructure Platform Operations representative.

h. "Scheduled Maintenance" means a previously scheduled downtime to perform updates to the Services in accordance with Section 2.c (Scheduled Downtimes) herein.

i. "Service Outage" means an unexpected, unscheduled event that renders the Services inaccessible to Subscriber, and excludes, for the sake of clarity, any Scheduled Maintenance, downtime for Hotfixes and other items identified in Section 4 (Exclusions) herein.

j. "Targeted Resolution" means a modification or addition (e.g., an update) to the affected Services that establishes conformity of Subscriber's use of the Services to its written specifications and/or technical requirements and causes Subscriber's use of the Services to operate correctly without Error.

k. "Workaround" means a change in the procedures followed or data supplied by Subscriber to avoid an Error without substantially impairing Subscriber's ability to use the Services.

SLA v3.0
Last Update: March 1, 2025
Previous versions of this SLA can be found here:
- **https://info.addepar.com/addepar-legal-agreements-previous-versions.html**