

Schedule 1

Service Levels

1. Service Availability

QuickSeries will use commercially reasonable efforts to maintain a 99.9% uptime for all of the Services (excluding any third-party services) (the “**Service Level**”).

If QuickSeries does not achieve and maintain the Service Levels for each Service as described below, Client may be eligible for a credit towards a portion of its **[full license, yearly, quarterly, monthly]** Fees.

For the purposes of this Schedule:

“**Downtime**” has the meaning set forth in the Services Specific Terms section below. For clarity purposes, Downtime does not include (i) Scheduled Downtime or (ii) unavailability of a Service due to limitations as described below and in the Services Specific Terms section.

“**Error Code**” means an indication that an operation has failed, including, without limitation, an HTTP status code in the 5xx range.

“**Incident**” means (i) any single event, or (ii) any set of events, that result in a Downtime.

“**Scheduled Downtime**” means periods of Downtime related to network, hardware, Service maintenance or upgrades. QuickSeries will publish a notice or notify Client at least 24 hours prior to the commencement of such Scheduled Downtime.


“**Service Credit**” means the percentage of the applicable [full license, yearly, quarterly, monthly] Fees credited to Client following QuickSeries’ claim approval.

“**Total Minutes**” means the total number of minutes in a month, less all Scheduled Downtime.

2. Claims

In order for QuickSeries to consider a claim, Client must submit such claim to QuickSeries's customer support, including all information necessary for QuickSeries to validate the claim, including but not limited to:

- i. a detailed description of the Incident;
- ii. all information regarding the time and duration of the Downtime;
- iii. the number and location(s) of affected Users (if applicable); and
- iv. descriptions of Client's attempts to resolve the Incident at the time of occurrence.

 QuickSeries will evaluate all information reasonably available to it and will determine, at its discretion, whether a Service Credit is owed to Client. QuickSeries will use commercially reasonable efforts to process claims during the subsequent month and within 10 business days of receipt. Client must be in compliance with the Agreement in order to be eligible for a Service Credit. If QuickSeries determines that a Service Credit is owed to Client, QuickSeries will apply the Service Credit to Client's applicable **[full license, yearly, quarterly, monthly]** Fees. For greater certainty, one claim must be made per Application.

3. Service Credits

Service Credits are Client's sole and exclusive remedy for any performance or availability issues for any Service under the Agreement. Client may not unilaterally set-off its applicable [monthly] Fees for any performance or availability issues.

Availability (up-time) in a month	Weeks of Service added to the end of the Service term
< 99.9%	1 week (max of 12 weeks a year)
< 99%	2 weeks (max of 16 weeks a year)
< 95%	3 weeks (max of 32 weeks a year)

4. Limitations

This Schedule and any applicable Service Level do not apply to any performance or availability issues:

- i.** Due to factors outside QuickSeries' reasonable control (including, without limitation, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to QuickSeries' data centers, including at QuickSeries' site or between Client's site and QuickSeries' data center);
- ii.** That result from the use of services, hardware, or software not provided by QuickSeries, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services (such as browser plugins or other);
- iii.** Caused by Client's use of a Service after QuickSeries advised Client to modify its use of the Service, if Client did not modify its use as advised;
- iv.** During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by QuickSeries) or to purchases made using QuickSeries subscription credits;
- v.** That result from Client's unauthorized action or lack of action when required, or from Client's employees, agents, contractors, or vendors, or anyone gaining access to QuickSeries' network by means of Client's passwords or equipment, or otherwise resulting from Client's failure to follow appropriate security practices;
- vi.** That result from Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Client's use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with QuickSeries' published guidance;
- vii.** That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- viii.** That result from Client's attempts to perform operations that exceed prescribed quotas or that resulted from QuickSeries' throttling of suspected abusive behavior; or
- ix.** For licenses reserved, but not paid for, at the time of the Incident.

5. Services Specific Terms

This Schedule and any applicable Service Level do not apply to any performance or availability issues:

i. Client Portal

“Downtime” means, with respect to Client Portal, any period of time when users are unable to use the Client Portal application to view and edit any module entries for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$((\text{Totalminutes} - \text{Downtime}) / \text{Totalminutes}) \times 100$$

(where Total minutes is the number of minutes in a given month, and Downtime is the sum of the Downtime caused by every incident that occurred in said month).

ii. iOS and Android App

“Downtime” means, with respect to the Application, any period of time when Users, although they properly installed the Application as per QuickSeries’ instructions, are unable to use the iOS and/or Android Application to read, write and submit data from any module for which they have appropriate permissions.

The Downtime is considered fixed when QuickSeries has provided Client with a new build that guarantees to fix the issue. Delays incurred by the Client, Apple or Google App approval process or any other delays outside of QuickSeries’ control do not factor in the Downtime.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$((\text{Totalminutes} - \text{Downtime}) / \text{Totalminutes}) \times 100$$

(where Total minutes is the number of minutes in a given month, and Downtime is the sum of the Downtime cause by every incident that occurred in said month).

For greater certainty, the Application Downtime counter is stopped when QuickSeries provides the build to the client. It does not continue on until Apple and Google approves the Application.

iii. API

The API is not publicly available and thus does not have any Service Level related to it outside of the perceived Downtime from the Client Portal and/or native Application.

Schedule 2

Application Developer account Mandate

Client hereby chooses one of the following Mandate options with regards to the maintenance of the Application for the duration of the above-mentioned licensing agreement:

- 1.** Client will provide QuickSeries with all required permissions and access privileges to its App Store Connect and Google Play Console accounts so that QuickSeries may act as an "APP MANAGER + ACCESS TO CERTIFICATES, IDENTIFIERS & PROFILES" of the Application with regards to App Store Connect and as an "ADMIN" of the Application with regards to Google Play Console account. As such, QuickSeries will be responsible for deploying and maintaining the Application in all respects BUT Client will be responsible for ensuring that each account is up to date in order to allow QuickSeries to deploy updates to the Application.
- 2.** Client will provide QuickSeries with all required permissions and access privileges to its App Store Connect and Google Play Console accounts so that QuickSeries may act as an "APP MANAGER" of the Application with regards to App Store Connect and as an "ADMIN" of the Application with regards to Google Play Console account. As such, QuickSeries will be responsible for deploying and maintaining the Application BUT Client will be responsible for creating, providing and renewing all required certificates and ensuring that each account is up to date in order to allow QuickSeries to deploy updates to the Application.
- 3.** Client will NOT provide QuickSeries with any required permissions and access privileges to its App Store Connect and Google Play Console accounts. As such, QuickSeries will be responsible for building and maintaining the Application binary BUT Client will be responsible for creating, providing and renewing all required certificates, deploying any Application updates as well as maintaining the Application.

Conditions

1. QuickSeries shall NOT use its accesses to the Client's Apple Developer, App Store Connect or Google Play accounts for any other purpose than to support the maintenance of the Application as described in this agreement.
2. QuickSeries shall use its accesses solely for the deployment and maintenance of the Application. It shall not use its accesses for any other iOS or Android applications Client may have under its Apple Developer, App Store Connect or Google Play accounts.
3. QuickSeries shall be responsible for maintaining and updating the Application as required for the duration of the licensing agreement referenced above and as provided for in Client's chosen option above.
4. Client will ensure that QuickSeries has all required accesses it requires in order for it to fulfill its mandate as outlined above.
5. Client shall perform all acts required to be performed by it in order to properly maintain its Apple Developer and App Store Connect accounts with Apple and its Google Play account with Google and allow QuickSeries to fulfill its obligations hereunder.
6. In no event will QuickSeries be liable to Client for any indirect, special, consequential, punitive or exemplary damages (including, without limitation, loss of revenue or profits, lost or damaged data, loss of use, business interruption or any other pecuniary loss), arising out of or relating to this Mandate nor will QuickSeries be liable, in any case, for any damages arising for any reason beyond the control of QuickSeries (including but not limited to, any failure to deploy updates to the Application which may be attributable to Client not fulfilling its obligations hereunder or any interruption of services or delay in deploying updates attributable to an event beyond QuickSeries' control). This limitation of liability will apply regardless of the form of action.
7. Client represents and warrants to QuickSeries that (i) it owns or holds all necessary rights to provide the Client Materials and (ii) none of the Client Materials provided to QuickSeries under this Agreement infringe on or otherwise violate any third-party rights, including any Intellectual Property Rights.
8. Client may, at any time, change the level of permissions and access privileges granted to QuickSeries in the present Mandate.
9. This Mandate shall be governed and construed in accordance with the laws of the State of New York and the federal laws applicable therein.
10. Client hereby mandates QuickSeries to perform all actions required to be performed in relation to the mandate option selected above.

Signature:

Name:

Title: