



## Service Levels Exhibit

**Last updated:** February 16, 2026

This Service Levels Exhibit is subject to the terms and conditions of the Portal26 SaaS Subscription Agreement (the "Agreement"). Capitalized terms not defined in this exhibit will have the meanings specified in the Agreement. We reserve the right to change the terms and conditions of this exhibit from time to time.

**1. Service Availability.** Portal26 will endeavor to maintain Service availability for production environments equal to or greater than 99% of the time on a monthly basis, excluding Excluded Downtime (as defined below) (the "Application Service Level"). Portal26 will calculate the Application Service Level as follows:  $[Total\ minutes\ (-)\ Downtime] / [Total\ Minutes\ (-)\ Excluded\ Downtime]$ .

**2. Excluded Downtime:**

- 2.1. Scheduled maintenance including upgrades and changes to Portal26 SaaS infrastructure;
- 2.2. Emergency maintenance due to factors outside of Portal26's control that could not have been reasonably anticipated by Portal26 and that reasonably require prompt action to protect the integrity, performance or security of the Portal26 SaaS infrastructure or Customer Data;
- 2.3. General failure of internet connectivity outside of Portal26's reasonable control;
- 2.4. Caused or contributed to, directly or indirectly, by any act or omission of the Customer or any of Customer's employees, contractors, agents, or end users, including but not limited to misconfiguration of application, improper use of the Services, or failure to follow Portal26's documented procedures;
- 2.5. Unavailability caused by factors outside of Portal26's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised or through the application of an industry standard backup and continuity plan; or
- 2.6. Initiated at Customer's request.

**3. Credits:**

- 3.1. If Portal26 does not achieve the Application Service Level for any full calendar month, then the credits detailed below will apply.
- 3.2. Discount. In the event that Portal26 does not meet the Application Service Level, upon Customer's written request, Portal26 shall provide a discount applied against Customer's next invoice for such Service as sole remedy for not meeting the Application Service Level based on the following schedule:

Percent of Service Availability	Percent Discount Based on the Applicable Monthly SaaS Fee
<89.99%	10%
89.99 to 98.9%	5%
99.0 to 100%	0%

Customer must request any applicable discount within fourteen days after the right to the discount arises or such discount will expire for that specific event.