

Schedule 5

Throughput Protocols

Part 1 – Throughput generally

iProov Products have capacity constraints, which are expressed as “throughput”. iProov will provision Throughput (as defined in this Agreement) as specified in these Throughput Protocols and is entitled but not obliged to reject (“**throttle**”) any Transactions that would cause Contracted Throughput to be exceeded.

Contracted Throughput applies to the aggregated Throughput of all Production Service Providers and Trial Service Providers in each Hosting Region, save as otherwise expressly stated in an Order Form. The Dynamic and Express iProov Products in a Hosting Region constitute an “**Endpoint**”. For example, an instance comprising Dynamic and/or Express iProov Products in the North America Hosting Region is an Endpoint distinct from an instance comprising Dynamic and/or Express iProov Products in the European Hosting Region. All Production Service Providers and Trial Service Providers used by the Client and Third Party Customers in a Hosting Region are deemed to use the same Endpoint.

Contracted Throughput may be allocated to one or more specific Production Service Providers in a Throughput Order. In such case, unless otherwise specified in the Throughput Order, that level of Contracted Throughput will apply both to that/those specific Production Service Provider(s) and in the aggregate to all Production Service Providers and Trial Service Providers using the relevant Endpoint.

A “**Throughput Order**” is an order for a level of Contracted Throughput that is agreed between iProov and the Client; an Order Form may include a Throughput Order.

Part 2 – Provisioned Contracted Throughput and Throughput Orders

For the purposes of Contracted Throughput and assessment of Throughput, a “**Window**” is a specific period of time; for TPM the Window is one minute and for TPS the Window is one second.

By way of illustrative example, if the Window is 1.00 second, the relevant Throughput is expressed in Transactions per second (“**TPS**”) for the relevant Endpoint. If the Window is 60 seconds, the Throughput is expressed in Transactions per minute (“**TPM**”) for the relevant Endpoint. If the Window is any other value (X seconds), the Throughput is expressed in Transactions per X (“**TPX**”) – for example, Throughput in a period of 5 seconds is expressed as TP5.

iProov will provision Contracted Throughput of 1 TPS and 12TPM for Production Service Providers per Endpoint from the Commencement Date. Even if Contracted Throughput is increased for an Endpoint, Contracted Throughput of 0.5 TPS and 12TPM will continue to apply to each Trial Service Provider in that Endpoint. For completeness, the Client’s allowance of up to 1,000 Transactions per month for non-production testing, development and integration purposes applies in the aggregate to all Trial Service Providers.

Contracted Throughput is provisioned per Endpoint, in units of four (4) hours, one (1) day or one (1)



month (each a “**Time Unit**”) and may specify a fixed number of Time Units or be open-ended until terminated. For Time Units, Contracted Throughput capacity may be purchased in units of 12TPM.

Client may request an increase or decrease to Contracted Throughput by notice in writing to iProov at support@iproov.com (a “**Throughput Change Request**”). Any such increase or decrease is conditional upon iProov’s written confirmation of its agreement (which iProov may give or deny in its sole discretion) to the relevant Throughput Change Request (a “**Throughput Change Acceptance**”). If a Throughput Change Acceptance is provided by iProov for a Throughput Change Request, the relevant increase or decrease of Contracted Throughput will take effect:

- (a) for an increase of Contracted Throughput, on the 1st day of the calendar month that follows the expiry of five (5) Working Days, and
- (b) for a decrease of Contracted Throughput, on the 1st day of the calendar month that follows the expiry of twenty (20) Working Days,

after the Throughput Change Acceptance for that Throughput Change Request.

iProov is under no obligation to agree to a Throughput Change Request.

A Throughput Change Request for which a Throughput Change Acceptance is provided constitutes a Throughput Order.

Part 3 – Throughput Assessment and Additional Assessed Throughput

iProov may, at its discretion and without obligation, at any time during the Term conduct a “**Throughput Assessment**”, which shall mean an assessment of Throughput over a prior 28-day period (a “**Throughput Assessment Period**”).

If iProov conducts a Throughput Assessment, it will calculate an average of the Throughput experienced by an Endpoint over the Throughput Assessment Period (“**Average Throughput**”).

iProov may (but, unless otherwise specified in the relevant Order Form, is not obliged to) re-provision Throughput for an Endpoint at a level offered by iProov that approximates to Average Throughput, rounded to the nearest TPM and/or TPS that iProov offers (“**Additional Assessed Throughput**”).

A Throughput Assessment may result in an increase or decrease of Additional Assessed Throughput but a Throughput Assessment will not result in Throughput for an Endpoint being reduced below Contracted Throughput; Additional Assessed Throughput will always exceed Contracted Throughput.

iProov will notify Client of any Additional Assessed Throughput and the date when it will take effect (such date to be determined by iProov in its sole discretion). Unless otherwise specified in the relevant Order Form, Client is not obliged to pay Throughput Fees for Additional Assessed Throughput. For the avoidance of doubt, the Client remains responsible for paying Throughput Fees for Contracted Throughput.

Part 4 – Throughput Fees

Save as otherwise specified in the relevant Order Form, the Client shall pay Throughput Fees for



Contracted Throughput at iProof's then-current rates.