

Schedule 3

Service Credit and Performance Appendix

For the avoidance of doubt, all capitalized terms not defined herein shall have the meaning given in the Agreement (including the Schedules attached thereto, and in particular Schedule 2 (Support Commitments)).

1. For the purposes of Service Credits, the Priority Levels set out in Schedule 2 (Support Commitments) will apply.
2. Service Credits (as specified in the Table of Remedies below) (each a “**Service Credit**”) are the Client’s entire remedy and iProov’s exclusive liability for failures to meet an SLA Target in the Table of Remedies below, and any other failures to provide or perform Services in accordance with this Agreement (each, a “**Relevant Failure**”). The Parties acknowledge that the absence of a Service Credit in the Service Credit column of the Table of Remedies denotes that no Service Credits shall be available for such Relevant Failure.
3. Measurements of Acknowledgments and Availability for the purpose of calculating the application of Service Credits are made over consecutive periods of three (3) calendar months, the first commencing with the first calendar month following the Commencement Date (if the Commencement Date is not itself on the first of the calendar month) (each a “**Measured Period**”).
4. During the thirty (30) days following the end of a Measured Period to which Service Credits apply, iProov will report to Client the amount of such Service Credits and the method of their calculation (a “**Service Credit Report**”). iProov will credit the amount of any Service Credits specified in a Service Credit Report against the next sum of Service Fees payable by Client following the submission of the Service Credit Report to Client. iProov’s records will be determinative as to whether Service Credits apply.
5. Service Credits are sums calculated according to the Table of Remedies below. Service Credits are applied to the Service Fees due in the then-current Year starting from the Commencement Date, pro-rated in respect of the Measured Period in which the entitlement to Service Credit arises (the “**Relevant Fees**”). Relevant Fees do not include variable Fees, such as Usage Fees. Aggregate Service Credits for any Measured Period may not exceed twenty percent (20%) of Relevant Fees. All Service Credits are stepped and non-cumulative. Where a Service Credit for the Reporting Metric, the Availability Metric, or the Transaction Response Time Metric applies to the same event or series of events, Client shall be entitled to one such Service Credit only, whichever is the greatest of the applicable Service Credits. For the avoidance of doubt, and without limiting the foregoing, total Service Credits in a Measured Period may not exceed the amount of the Relevant Fees.
6. Table of Remedies

Metric	SLA Target	Measurement	Service Credits
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Acknowledgement of reported incident affecting an iProov Product through a Support Channel or by the iProov personnel ("Reporting Metric")	P1: one (1) hour (whether during or outside Normal Business Hours) P2: one (1) Normal Business Hour P3: twenty-four (24) Normal Business Hours, in each case, timed from the point when the incident is input into iProov's system (regardless of the Support Channel)	Assessed over the Measured Period Three (3) failures to meet SLA Target in the Measured Period constitute the "Minimum Failure Rate (Reporting)"	Where and to the extent that failures to meet the Reporting Metric to the SLA Target in any Measured Period exceed the Minimum Failure Rate (Reporting), Client will be eligible for a Service Credit calculated as follows: Service Credit of 1% of Relevant Fees where more than 10% of Reporting Metrics failed Service Credit of 2.5% of Relevant Fees where more than 20% of Reporting Metrics failed Service Credit of 5% of Relevant Fees where more than 30% of Reporting Metrics failed Service Credit of 7.5% of Relevant Fees where more than 50% of Reporting Metrics failed
Availability ((Agreed Service Time – Downtime) / Agreed Service Time) ("Availability Metric"); not assessed during Excluded Time	99.5% Availability	Assessed over the Measured Period	Where and to the extent that there are failures to meet the Availability Metric to the SLA Target in any Measured Period, Client will be eligible for a Service Credit calculated as follows: Service Credit of 1% of Relevant Fees where Availability is less than 99.5% Service Credit of 2.5% of Relevant Fees where Availability is less than 97.5% Service Credit of 5% of Relevant Fees where Availability is less than 95% Service Credit of 7.5% of Relevant Fees where Availability is less than 90% Service Credit of 10% of Relevant Fees where Availability is less than 80%

Transaction Response Time (not assessed during Excluded Time) ("Transaction Response Time Metric")	Average of no more than twelve (12) seconds over the Measured Period	Assessed over the Measured Period	Where and to the extent that there are failures to meet the Transaction Response Time Metric to the SLA Target in any Measured Period, Client will be eligible for a Service Credit calculated as follows: Service Credit of 2.5% of Relevant Fees where the average Transaction Response Time over the Measured Period exceeds the SLA Target by one (1) second Service Credit of 5% of Relevant Fees where the average Transaction Response Time over the Measured Period exceeds the SLA Target by two (2) seconds Service Credit of 10% of Relevant Fees where the average Transaction Response Time over the Measured Period exceeds the SLA Target by three (3) seconds Service Credit of 12.5% of Relevant Fees where the average Transaction Response Time over the Measured Period exceeds the SLA Target by five (5) seconds Service Credit of 15% of Relevant Fees where the average Transaction Response Time over the Measured Period exceeds the SLA Target by seven (7) seconds Service Credit of 20% of Relevant Fees where the average Transaction Response Time over the Measured Period exceeds the SLA Target by ten (10) seconds
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7. For the purposes of the Table of Remedies in paragraph 6 above, in the row relating to the Reporting Metric, "Acknowledgement" may be provided by email, through a portal or orally, including through Support Channels.