

APRISIUM PTE LTD  
SERVICE LEVEL AGREEMENT

## Software Service Level Agreement (SLA)

### *For Aprisium's Subscription Services*

This Service Level Agreement ("SLA") outlines the performance metrics, responsibilities, and commitments between Aprisium Pte. Ltd. ("Aprisium") and the Customer for the provision of Aprisium's subscription-based services. This SLA is an integral part of the Subscription Agreement.

### 1. Service Overview

Aprisium provides real-time, IoT-enabled, autonomous contamination detection and monitoring solutions via continuous analyzers that collect data and deliver actionable insights to subscribed customers. These services are offered on a subscription basis and include the use of Aprisium's analyzers, data collection, and the provision of insights via cloud dashboards and notifications.

### 2. Service Availability

Aprisium will use commercially reasonable efforts to provide the services outlined as per the agreed subscription model. However, service availability is subject to the following conditions and caveats:

- **Power Availability:** Continuous operation of the analyzers requires uninterrupted access to the power source provided by the customer. Aprisium is not liable for service disruptions caused by power outages or insufficient power supply.
- **Internet Connectivity:** The services require stable internet connectivity to transmit data from analyzers to the cloud for analytics and insights. Aprisium is not liable for service interruptions caused by poor or unavailable internet connectivity.
- **Water Flow Disruption:** The analyzers depend on a continuous flow of water or other liquids as per the agreed parameters. Any disruption in the liquid flow due to operational changes, equipment damage, or customer site conditions that affect the analyzers' functioning is outside Aprisium's responsibility.
- **Physical Damage to Equipment:** Aprisium is not responsible for service interruptions or equipment malfunction caused by accidents, vandalism,

mishandling, or external damage inflicted upon the analyzers. Customers must ensure proper site conditions and take precautions to protect the equipment from such incidents.

### 3. Uptime Commitment

Aprisium commits to a monthly uptime percentage of 85.0% for the data collection and delivery of insights, excluding planned maintenance and circumstances beyond Aprisium's control, including but not limited to:

- Acts of God or natural disasters.
- Power failure at the customer's site.
- Customer's failure to provide internet connectivity or adequate environmental conditions for analyzer operation.
- Liquid flow disruption or other environmental factors impacting the analyzers' ability to collect data.
- Cyberattacks or unauthorized access to customer infrastructure. If the uptime falls below 85.0%, the Customer may be entitled to service credits as outlined in Section 7. However, no monetary compensation, damages, or other remedies will be provided, and service credits represent the Customer's sole and exclusive remedy for uptime-related issues.

### 4. Data Ownership and Access

- **Customer Data Ownership:** The customer retains full ownership of all data collected by Aprisium analyzers during the subscription period. The data belongs exclusively to the customer, who has the right to access and utilize it as desired.
- **Data Access for Aprisium:** In order to provide the services, process data, and deliver insights to the customer, Aprisium requires full access to the data collected by the analyzers. This includes the right to store, process, analyze, and deliver the results through its cloud platform or other agreed-upon delivery mechanisms. By subscribing to the services, the customer agrees to grant Aprisium unrestricted access to this data for the purpose of providing the contracted services.
- **Non-Liability of Insights:** Aprisium provides insights and recommendations based on the collected

data. However, Aprisium makes no guarantee of the accuracy, completeness, or utility of these insights in all cases. The customer agrees that the insights delivered are advisory in nature and Aprisium is not liable for any direct or indirect damage, loss of profit, or business disruption arising from decisions made based on these insights.

### 5. Support and Response Times

Aprisium offers technical support as part of the subscription service. The support will cover the following aspects:

- **Analyzer Maintenance:** Aprisium will perform regular maintenance, either remotely or onsite as necessary, to ensure optimal performance of the analyzers.
- **Fault Resolution:** For any issues reported by the customer, Aprisium will adhere to the following response times:
  - **Critical Faults** (service completely unavailable): Response within 24 hours.
  - **Non-Critical Faults** (partial service interruptions): Response within 48 hours.
  - **General Queries:** Response within 72 hours.
- **Planned Maintenance:** Aprisium may perform planned maintenance with at least 48 hours' notice to the customer. Such maintenance may temporarily impact service availability.

### 6. Service Exclusions

The SLA does not apply to any performance issues:

- Due to factors outside of Aprisium's reasonable control (e.g., natural disasters, power outages, internet disruptions at customer premises).
- Arising from the customer's equipment, physical site conditions, or infrastructure, including liquid flow disruptions.
- Resulting from any actions or inactions of the customer or third parties outside Aprisium's control.
- During scheduled maintenance periods or outages announced in advance.

### 7. Service Credits

If Aprisium fails to meet the agreed-upon service levels for uptime, the customer may request service credits. These credits are non-monetary and are the sole and

exclusive remedy for any breach of this SLA. Service credits will be provided by extending the subscription period for the Customer without any deduction or adjustment to the monthly subscription fee. The service credits will be calculated as follows:

- Uptime below 85.0% but above 75.0%: Extension of subscription equivalent to 5% of the affected period.
- Uptime below 75.0% but above 65.0%: Extension of subscription equivalent to 10% of the affected period.
- Uptime below 65.0%: Extension of subscription equivalent to 15% of the affected period.

No further compensation, monetary damages, or other remedies will be provided in connection with any service interruptions or failures. Aprisium expressly disclaims liability for any consequential, indirect, incidental, or special damages, including but not limited to lost profits, loss of revenue, or disruption to business operations.

### 8. Limitation of Liability

To the maximum extent permitted by law, Aprisium's total liability for any claims under this SLA is limited to the service credits specified above. Under no circumstances will Aprisium be liable for:

- Any indirect, consequential, special, incidental, or punitive damages.
- Loss of profits, revenue, business, or goodwill.
- Data corruption or loss, unless caused by Aprisium's gross negligence.
- Service interruptions caused by external factors, including power failures, internet outages, water or liquid flow disruptions, or physical damage to the equipment.
- Any delays or failures due to circumstances outside Aprisium's reasonable control.

The customer acknowledges that the use of Aprisium's services is contingent on factors that may be outside Aprisium's control, and agrees that no damages or remedies beyond service credits will be available in the event of a service disruption.

### 9. Force Majeure

Neither Aprisium nor the Customer shall be liable for any failure to perform their obligations under this SLA (except for the payment of fees) where such failure is



due to circumstances beyond their reasonable control, including but not limited to:

- Natural disasters (floods, earthquakes, hurricanes, etc.)
- Acts of terrorism or war
- Governmental actions, laws, or regulations
- Labor strikes or disputes
- Pandemic or epidemic events
- Power outages, internet failures, or other infrastructure-related failures
- Fire, explosion, or other accidents

In the event of a force majeure occurrence, the impacted party will notify the other as soon as practicable. The obligations of both parties will be suspended for the duration of the event, and service credits or other remedies will not be applicable for the period during which the force majeure event prevents performance.

#### 10. Changes to the SLA

Aprisium reserves the right to make modifications to this SLA, provided that any changes will not result in a material reduction in the level of services provided. The customer will be notified at least 30 days in advance of any such changes.

#### 11. Governing Law

This SLA is governed by and construed in accordance with the laws of Singapore, without regard to its conflict of law principles.

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