

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) applies to the provision of the services, including the Flare Platform, by Flare Systems, Inc. (“**Flare**”).

If you have purchased a subscription to the Flare Platform through an authorized reseller (a “Partner”), this Partner is responsible for providing technical support services to you. Unless you agreed otherwise with this Partner, this Service Level Agreement applies to the technical support, and “Flare” shall mean “Partner.” We are not responsible for any service levels agreed upon with the Partner that is above our commitments in this SLA. Flare provides technical support to Partners based on the standards described in this SLA.

1. TECHNICAL SUPPORT

Technical Support is provided from Monday to Friday, 9 AM to 5 PM ET, excluding for statutory holidays applicable in Canada (the “**Operating Hours**”), and is available through support tickets. Flare will respond to support tickets within the response time and will conduct commercially reasonable efforts to resolve such support ticket without undue delays. Tickets are addressed based on severity.

Ticket Severity	Response Time
Emergency—An emergency support ticket includes a general unavailability of the Flare Platform, or the inability to use the critical functionalities of the Flare Platform.	4 hours during Operating Hours
High — A high severity support ticket includes the unavailability of critical functionalities, or material issues with accessing and using the critical functionalities of the Flare Platform.	12 hours during Operating Hours
Regular — A regular support ticket generally does not affect critical functions of the Flare Platform, or workarounds are available.	36 hours during Operating Hours

2. MAINTENANCE

Maintenance includes routine maintenance, including bug fixes, security patches, and updates to improve performance, introduce features, as determined by Flare (“Maintenance”). Maintenance and Technical Support are only provided for the Flare Platform’s current version unless we indicate otherwise in the technical documentation. Scheduled maintenance will be communicated to you in advance, typically with at least 48 hours’ notice for any significant downtime. Maintenance periods will not exceed 4 hours per month, and Flare will aim to perform updates during non-peak hours to minimize the impact. Emergency maintenance, such as critical security patches, may be performed without prior notice when necessary to protect the Flare Platform or our liability.

3. AVAILABILITY TARGET

The Flare Platform will be available 365 days per year, 24 hours per day, with the uptime of 98.5%, except during times of major incident recovery in accordance with Flare’s Business Continuity Management System (“**BCMS**”) and Disaster Recovery Plan (“**DRP**”). “Uptime” means the number of minutes during which the Flare Platform is available in each month, when such availability is defined as the accessibility, usability and reasonable performance of the critical functionalities of the Flare Platform.

Availability Percentage is calculated on a monthly basis using the following formula:

$$\text{Availability (\%)} = \left(\frac{\text{Total Minutes} - \text{Downtime}}{\text{Total Minutes}} \right) \times 100$$

Where:

- **Total Minutes** is the total number of minutes in the given month.
- **Downtime** refers to the total number of minutes during which the critical functionalities of the Flare Platform are unavailable, excluding scheduled maintenance, emergency maintenance, and any exclusions outlined in this SLA (e.g., Force Majeure, third-party failures).

For example, if the Flare Platform experiences 60 minutes of unplanned downtime in a month with 43,200 total minutes (30 days), the availability would be:

$$\text{Availability (\%)} = \left(\frac{43,200 - 60}{43,200} \right) \times 100 = 99.86\%$$

Uptime Reports: Customers can monitor real-time availability and view historical uptime data for up to 30 days at: <https://status.flare.io>.

4. API-SPECIFIC PROVISIONS

Rate Limits and Quotas

Flare reserves the right to impose reasonable rate limits and quotas on API usage to ensure service stability and performance for all customers. These limits are based on your subscription plan and are designed to prevent overuse or abuse of the API. Exceeding the allocated rate limits or quotas may result in temporary throttling or suspension of API access until usage is reduced or an appropriate plan is purchased to accommodate the increased usage.

If you consistently exceed its rate limit, Flare will provide advance notice to you and recommend appropriate action or adjustments to your subscription plan to avoid disruption.

API Response Time

Flare will make commercially reasonable efforts to ensure that the API responds to valid requests under normal operating conditions. However, response times may vary based on the complexity of the request, your network conditions, or external factors beyond Flare's control. The obligations under this SLA do not apply to delays caused by high traffic, misuse of the API, or unoptimized queries submitted.

API Version Support and Deprecation

Flare will support the current version of the API for the duration of its availability. Customers will be provided with at least 30 days' notice before any planned deprecation of an API version to allow sufficient time for transition to newer versions. Customers using deprecated versions of the API do so at their own risk, and Flare's service-level obligations under this SLA will not apply to any deprecated versions of the API after the provided notice period has elapsed.

5. EXCLUSIONS

Flare's obligations under this SLA are subject to the following exclusions. Flare shall not be responsible for any failure to meet the commitments outlined in this SLA, or any failure to provide the agreed service levels, where such failure is caused by, or results from:

- (a) **Force Majeure Events:** Any circumstances beyond Flare's reasonable control, including but not limited to, natural disasters, war, civil unrest, strikes, acts of terrorism, governmental actions,

pandemics, or interruptions to utility services such as electricity or internet outages that prevent us from providing the services. Flare maintains a Business Continuity Management System (BCMS) and Disaster Recovery Plan (DRP) to address such incidents, but service restoration times may vary based on the nature of the event.

- (b) **Third-Party Services:** Any issues or downtime resulting from the unavailability or malfunction of third-party services, networks, or platforms, including but not limited to third-party APIs, hosting providers, or other external services integrated with or used by the Flare Platform. We do not provide any Maintenance or Technical Support for third parties integrators.
- (c) **Misuse or Violation of the Agreement:** Any failure resulting from the use of the Flare Platform in violation of the Agreement.
- (d) **Usage Limits.** If you used the Flare Platform beyond the usage allowed, we may not be able to meet the commitments in this SLA.
- (e) **Unauthorized Actions:** Any failure or unavailability caused by unauthorized actions, negligence, or omissions by any other party than us and our representatives, including failure to follow instructions or procedures provided by Flare, or failure to comply with security protocols.

6. CHANGES TO THE SLA

We can change this document from time to time, such as by adding new metrics to improve transparency, or reflect technical change. In case of any adverse changes to our service-level commitments, we will notify you at least 30 days before.
