

## CUSTOMER AGREEMENT (SaaS)

This Customer Agreement (SaaS) (this “**Agreement**”) is between Prosperous Commerce, Inc., a Delaware corporation (“**Maximor**”), and \_\_\_\_\_ (“**Customer**”) and is effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”).

### Background

Maximor has developed and makes available a SaaS-based, AI-agent platform for finance and accounting automation (the “**Maximor Platform**”).

#### 1. Definitions

1.1 The following terms, when used in this Agreement will have the following meanings:

“**Affiliate**” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists, wherein “**Control**” means beneficial ownership of 50% or more of the voting power or equity in an entity or power to direct an entity’s management.

“**Confidential Information**” means any information disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information that (a) is in the public domain through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

“**Customer Materials**” means any data, content or materials that Customer (including its Users) submits to its Maximor Platform accounts.

“**Documentation**” means Maximor’s then-current standard usage documentation for the Maximor Platform.

“**Order Form**” means an order form, quote or other similar document that sets forth the specific Maximor Platform to which Customer is subscribing, pricing therefor (including in relation to overages), and subscription term, and that references this Agreement and is mutually executed by the parties. Order Form #1 is attached hereto in Exhibit A and is deemed mutually executed as of the Effective Date.

“**Third Party Platform**” means any product, service or platform not provided by Maximor that Customer elects to use with the Maximor Platform.

“**User**” means anyone that Customer allows to use its accounts for the Maximor Platform, consisting of Customer’s employees and contractors (solely for purposes of providing services to Customer).

#### 2. Maximor Platform

**2.1 Provision of Maximor Platform.** Subject to this Agreement, Maximor will make the Maximor Platform available to Customer pursuant to this Agreement, the SLA attached in Exhibit B and the applicable Order Form, and hereby grants Customer a non-exclusive right to access and use the Maximor Platform for its internal business purposes during the applicable subscription term. Customer may permit Users to use the Maximor Platform on its behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Maximor Platform and for their compliance with this Agreement.

**2.2 Data Security.**

**(a)** Maximor will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer Materials; (ii) protect against threats or hazards to the security or integrity of Customer Materials; and (iii) prevent unauthorized access to Customer Materials. In furtherance of the foregoing, Maximor will maintain the administrative, physical and technical safeguards to protect the security of Customer Materials that are described in the Maximor security page located at <https://www.maximor.ai/security>(the "**Security Page**") posted as of the Effective Date (and as the Security Page may be updated by Maximor in a manner that does not materially decrease the applicable protections).

**(b)** To the extent that Maximor processes any Customer Personal Data (as defined in the DPA referenced below) contained in Customer Materials that is subject to Data Protection Laws (as defined in the DPA), on Customer's behalf, in the provision of the Maximor Platform, the Data Processing Addendum ("**DPA**"), made available as a separate document and incorporated herein by reference, shall form part of this Agreement.

**2.3 Customer Responsibilities.**

**(a)** Customer acknowledges that Maximor's provision of the Maximor Platform is dependent on Customer providing all reasonably required cooperation (including the prompt provision of access to Customer's systems, personnel, cooperation and materials as reasonably required and any other access as may be specified in the applicable Order Form), and Customer will provide all such cooperation in a diligent and timely manner.

**(b)** Customer will (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Maximor Platform and notify Maximor promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the Maximor Platform and (ii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Maximor Platform, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Maximor will have no liability for such failure (including under any service level agreement). As between the parties, Customer is responsible for the content and accuracy of Customer Materials.

**2.4 Affiliates.** Any Affiliate of Customer will have the right to enter into an Order Form executed by such Affiliate and Maximor and this Agreement will apply to each such Order Form as if such Affiliate were a signatory to this Agreement. With respect to such Order Forms, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Customer entity that executes such Order Form, and no other Customer entity has any liability or obligation under such Order Form.

### 3. Fees

3.1 Fees. Customer will pay Maximor the fees set forth in the applicable Order Form. Customer will pay those amounts due and not disputed in good faith within thirty (30) days of the date of receipt of the applicable invoice (the "**Payment Period**"), unless a specific date for payment is set forth in such Order Form, in which case payment will be due on the date specified. Except as otherwise specified herein or in such Order Form, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable. If Customer disputes an invoice in good faith, it will notify Maximor within the Payment Period and the parties will seek to resolve the dispute as soon as reasonably practicable.

3.2 Late Payment. Maximor may suspend access to the Maximor Platform immediately upon notice if Customer fails to pay any amounts hereunder at least five (5) days past the applicable due date.

3.3 Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively, "**Taxes**"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Maximor. Customer will not withhold any Taxes from any amounts due to Maximor.

### 4. Proprietary Rights

4.1 Proprietary Rights. As between the parties, Maximor exclusively owns all right, title and interest in and to the Maximor Platform, System Data and Maximor's Confidential Information, and Customer exclusively owns all right, title and interest in and to the Customer Materials, output produced specifically for Customer via the use of the Maximor Platform by Customer (which will constitute Customer Materials for purposes hereof) and Customer's Confidential Information. "**System Data**" means data collected by Maximor regarding the Maximor Platform that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Maximor Platform.

4.2 Feedback. Customer may from time to time provide Maximor suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("**Feedback**") with respect to the Maximor Platform. Maximor will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Maximor will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services. All Feedback is provided "AS IS" and Maximor will not publicly identify Customer as the source of Feedback without Customer's permission.

### 5. Confidentiality; Restrictions

5.1 Confidentiality. Each receiving party agrees that it will use the Confidential Information of the disclosing party solely in accordance with the provisions of this Agreement and it will not disclose the same to any third party without the disclosing party's prior written consent, except as otherwise permitted hereunder. However, the receiving party may disclose such Confidential Information (a) to its employees and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and

will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers.

5.2 Technology Restrictions. Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Maximor Platform; (b) attempt to probe, scan or test the vulnerability of the Maximor Platform, breach the security or authentication measures of the Maximor Platform without proper authorization or wilfully render any part of the Maximor Platform unusable; (c) use or access the Maximor Platform to develop a product or service that is competitive with Maximor's products or services or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the Maximor Platform or otherwise offer the Maximor Platform on a standalone basis; or (e) otherwise use the Maximor Platform in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order Form.

5.3 Injunctive Relief. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

## 6. **Warranties and Disclaimers**

1.1 Mutual. Each party warrants that (a) it has the legal power and authority to enter into this Agreement and (b) it will use industry-standard measures to avoid introducing viruses or other malicious code into the Maximor Platform.

1.2 Maximor. Maximor warrants that the Maximor Platform will perform materially as described in the Documentation and Maximor will not materially decrease the overall functionality of the Maximor Platform during the applicable subscription term (the "**Performance Warranty**"). Maximor will use reasonable efforts to correct a verified breach of the Performance Warranty reported by Customer. If Maximor fails to do so within 30 days after Customer's warranty report, then either party may terminate the applicable Order Form as it relates to the non-conforming Maximor Platform, in which case Maximor will provide Customer a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Maximor Platform. These procedures are Customer's exclusive remedies and Maximor's sole liability for breach of the Performance Warranty.

1.3 Customer. Customer warrants that it has all rights necessary to provide any information, data or other materials that it provides hereunder, and to permit Maximor to use the same as contemplated hereunder.

1.4 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MAXIMOR DOES NOT REPRESENT OR WARRANT THAT THE MAXIMOR PLATFORM OR ANY OUTPUT WILL BE ERROR-FREE. MAXIMOR IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY PLATFORMS.

1.5 NO-CHARGE PRODUCTS. FROM TIME TO TIME, CUSTOMER MAY HAVE ACCESS TO FREE ACCOUNTS OR TRIAL USE, PRE-RELEASE, ALPHA OR BETA VERSIONS OR FEATURES (COLLECTIVELY, “**NO-CHARGE PRODUCTS**”) OFFERED BY MAXIMOR. CUSTOMER’S USE OF NO-CHARGE PRODUCTS IS SUBJECT TO ANY ADDITIONAL TERMS THAT MAXIMOR MAY SPECIFY. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, THIS AGREEMENT APPLIES TO NO-CHARGE PRODUCTS. MAXIMOR MAY MODIFY OR TERMINATE CUSTOMER’S RIGHT TO USE NO-CHARGE PRODUCTS AT ANY TIME. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAXIMOR DISCLAIMS ALL OBLIGATIONS, WARRANTIES AND LIABILITIES WITH RESPECT TO NO-CHARGE PRODUCTS, INCLUDING ANY SERVICE LEVEL OR INDEMNITY OBLIGATIONS.

## 2. Indemnification

2.1 Indemnity by Maximor. Maximor will defend Customer against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by a third party alleging that the use of the Maximor Platform as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Maximor) in connection with any such Claim; provided that (a) Customer will promptly notify Maximor of such Claim, (b) Maximor will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Maximor may not settle any Claim without Customer’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Maximor in connection therewith. If the use of the Maximor Platform by Customer has become, or in Maximor’s opinion is likely to become, the subject of any claim of infringement, Maximor may at its option and expense (i) procure for Customer the right to continue using and receiving the Maximor Platform as set forth hereunder; (ii) replace or modify the Maximor Platform to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide Customer a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Maximor will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) designs, guidelines, configurations, plans or specifications provided by Customer; (B) use of the Maximor Platform by Customer not in accordance with this Agreement; (C) modification of the Maximor Platform by or on behalf of Customer; (D) Customer Materials, or (E) the combination, operation or use of the Maximor Platform with other products or services where the Maximor Platform would not by itself be infringing (clauses (A) through (E), “**Excluded Claims**”). This Section states Maximor’s sole and exclusive liability and obligation, and Customer’s exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

2.2 Indemnification by Customer. Customer will defend Maximor against any Claim made or brought against Maximor by a third party arising out of any Excluded Claims, and Customer will indemnify Maximor for any damages finally awarded against Maximor (or any settlement approved by Customer) in connection with any such Claim; provided that (a) Maximor will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Maximor’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Maximor of all liability) and (c) Maximor reasonably cooperates with Customer in connection therewith.

## 3. Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF SECTION 5, OR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF USE, LOST PROFITS, LOST SALES OR BUSINESS, INTERRUPTION OF BUSINESS, LOST CONTENT OR DATA, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE, OR (B) EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS, ANY AGGREGATE LIABILITY IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM (THIS CLAUSE (B), THE "**ORDINARY CAP**"). NOTWITHSTANDING THE FOREGOING, MAXIMOR'S AGGREGATE LIABILITY FOR BREACH OF SECTION 2.2 (INCLUDING THE DPA) AND/OR SECTION 5.1 IN RELATION TO CUSTOMER MATERIALS WILL NOT EXCEED TWO TIMES (2X) THE ORDINARY CAP.

#### **4. Termination**

**4.1 Term.** The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the applicable subscription start date indicated in such Order Form and will continue for the subscription term set forth therein.

**4.2 Termination.** Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice in the event (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

**4.3 Effect of Expiration/Termination.** Upon expiration or termination of this Agreement (a) all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including the terms and conditions relating to payment, proprietary rights and confidentiality, technology restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below, and (b) except as set forth herein, each receiving party will return or destroy, at the disclosing party's option, any Confidential Information of such disclosing party in the receiving party's possession or control.

**4.4 Customer Materials Retrieval.** Upon Customer's written request made on or prior to expiration or termination of the applicable Order Form, Maximor will give Customer limited access to the Maximor Platform for a period of up to thirty (30) days after such expiration or termination, at no additional cost, solely for purposes of retrieving Customer Materials. Subject to such retrieval period and Maximor's legal obligations, Maximor has no obligation to maintain or provide any Customer Materials and will, unless legally prohibited, delete Customer Materials after such expiration or termination; provided, however, that Maximor will not be required to remove copies of the Customer Materials from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Maximor will continue to protect the Customer Materials in accordance with this Agreement. For clarity, during the term of the applicable Order Form, Customer may extract Customer Materials using Maximor's standard web services as described in the Documentation.

## 5. General

**5.1 Insurance.** Maximor will, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence; and (c) Professional Errors and Omissions and Cyber Liability coverage covering the Maximor Platform, with coverage limits of not less than \$2,000,000 per claim or per occurrence/\$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.

**5.2 Publicity.** Customer agrees that Maximor may refer to Customer's name and trademarks in Maximor's marketing materials and website; however, Maximor will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email).

**5.3 Assignment.** Neither party hereto may assign or transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

**5.4 Amendment; Waiver.** No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

**5.5 Relationship.** Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

**5.6 Unenforceability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

**5.7 Governing Law.** This Agreement will be governed by the laws of the State of New York, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**5.8** Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the parties must be sent to the respective address set forth in the signature blocks below, or such other address designated pursuant to this Section.

**5.9** Entire Agreement. This Agreement comprises the entire agreement between Customer and Maximor with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Maximor, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

**5.10** Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

**5.11** Interpretation. For purposes hereof, "including" means "including without limitation".

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the Effective Date.

**Customer:**

**Maximor:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Address for notice

Address for notice

Maximor, Inc.

1450 Broadway, Suite 12-107

New York, New York 10018

Attn: Legal

**Exhibit A**

Order Form #1

## **Exhibit B**

### SLA

#### **Availability Commitment.**

The Maximor Platform will be Available 99.5% of the time, measured on a calendar monthly basis (the “**Availability Commitment**”). “**Availability**” means that the Maximor Platform is accessible to Customer. Availability measures will not include downtime resulting from:

- Upgrades: Customer will receive prior notice by email of Maximor’s upgrade windows, which will be scheduled between 5pm and midnight Pacific Time to the extent feasible. Downtime due to upgrades that is excluded from the Availability calculation will not exceed 2 hours per month.
- Pre-scheduled maintenance periods: Customer will receive at least 24 hours prior notification by email of pre-scheduled maintenance periods. Maintenance will be scheduled between 5pm and midnight Pacific Time. Downtime due to pre-scheduled maintenance that is excluded from the Availability calculation will not exceed 2 hours per month.
- Emergency maintenance periods: Customer will receive prior notification by email on a commercially reasonable efforts basis. These maintenance periods will involve applying critical security patches and other emergency repairs to the Maximor infrastructure.

The Availability Commitment does not apply to any downtime of the Maximor Platform that results from:

- Account suspension or termination due to Customer’s breach of the Agreement;
- Disengagement of functionality of the Maximor Platform due to Customer’s request;
- Force Majeure Events; or
- Customer’s or its service provider’s equipment, software or other technology.

Maximor will provide Customer with reports on Availability upon request.

#### **Credit.**

If Maximor fails to achieve the above Availability for the Maximor Platform in a month, Customer may claim a credit based on the subscription fee paid by Customer and attributable to such month, as provided below.

99.5-100.0	0%
97.0-99.49	4%
94.0-96.99	6%
92.0-93.99	10%
Below 92.0	50%

Customer will not be entitled to a credit if it is in breach of this Agreement, including its payment obligations. To receive a credit, a Customer must file a claim for such credit within five (5) days following the end of the month in which the Availability Commitment was not met by contacting Maximor at [support@maximor.ai](mailto:support@maximor.ai) with a complete description of the downtime, how Customer was adversely affected, and for how long.

The credit remedy set forth in this Service Level Agreement is Customer’s sole and exclusive remedy for the unavailability of the Maximor Platform.

**Customer Support.**

Maximor live technical support business hours will start at 9:00 am Pacific Time and run until 5:00 pm Pacific Time on weekdays. Technical support can be contacted via email at [support@maximor.ai](mailto:support@maximor.ai) or via shared channels in the customer communication platform.

Communication Channels:

EMAIL	PHONE	COMMUNICATION TOOL
<a href="mailto:support@maximor.ai">support@maximor.ai</a>		Shared Maximor Skype/Teams/Slack channel

Live technical support will not be available on Christmas Day (December 25) and New Year’s Day (January 1). Limited technical support will be available during the hours listed above during Maximor holidays.

The current Maximor holidays are set forth below:

- Presidents Day (third Monday of February)
- Memorial Day (last Monday of May)
- Independence Day (July 4)
- Labor Day (first Monday of September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Eve (December 24)
- New Year’s Eve (December 31)