

Exhibit B

Service Level Agreement

This Service Level Agreement (“SLA”) is an addendum to, and is hereby incorporated into, the Master Service Agreement between the respective Talon.One entity (“**Talon.One**”) and the customer entity (“**Customer**”) identified in the applicable Order Form (collectively, the “**Agreement**”).

Capitalized terms used but not defined in this SLA have the meanings given to them in the Agreement.

1. Definitions

1.1 “**Available**” or “**Availability**” means Customer has the ability to access features and functions of the Subscription Service according to the terms of the Agreement, as verified by Talon.One’s internal monitoring systems.

1.2 “**Customer-Side Issues**” means any unavailability resulting from Customer’s or its users’ applications, software, hardware, or other technology and/or third-party equipment, services, or software (other than that within Talon.One’s direct control). This includes, without limitation, inadequate bandwidth, misconfigurations, or programming errors on the Customer’s side.

1.3 “**Downtime**” will mean the total amount of time during any calendar month, measured in minutes, during which the Services are not Available. Downtime does not include any period of unavailability resulting from the events set forth in Section 2.1.

1.4 “**Emergency Maintenance**” means critical, unscheduled maintenance required to address an immediate security vulnerability or a condition that could significantly degrade the performance or stability of the Services for multiple customers, for which Talon.One provides as much notice as is practicable under the circumstances.

1.5 “**Scheduled Maintenance**” means planned system maintenance, upgrades, or repairs, for which Talon.One provides reasonable prior notice to Customer via email or the Service dashboard.

1.6 “**System Availability Percentage**” is calculated for a given calendar month using the following formula:

$$\text{System Availability Percentage} = \frac{(\text{Total Monthly Time} - \text{Downtime})}{\text{Total Monthly Time} * 100}$$

1.7 “**Total Monthly Time**” means all minutes in the relevant calendar month, measured in the UTC time zone, to the extent such minutes are included within the Subscription Term.

2. System Performance

2.1 **System Availability:** Talon.One will use commercially reasonable measures to ensure that the System Availability Percentage equals or exceeds ninety-nine point nine percent (99.9%) during each calendar month (the “**Service Standard**”); provided that any Downtime occurring as a result of the following shall be excluded from the calculation of Service Availability Percentage: (a) Scheduled Maintenance, (b) the suspension or termination of Customer’s account in accordance with the Agreement, including for non-payment, and (c) circumstances beyond Talon.One’s reasonable control, including, without limitation, (i) reasonable Emergency Maintenance, (ii) Force Majeure Event(s), (iii) Customer-Side Issues, (iv) the failure of third-party services, APIs, or infrastructure on which the Services depend, including but not limited to cloud hosting providers, (v) Customer’s misuse of the Services, including use that is not in accordance with the Agreement or Documentation, and (vi) usage in excess of Customer’s Subscription Entitlements. Any unavailability of beta, trial, free, or other non-production services or environments shall not be included in the calculation of Downtime.

2.2 **Access to Support; Response Times:** Customers may report any Downtime by email at support@talon.one 24 hours per day, 7 days per week. Talon.One classifies incidents with the Subscription Service using the following incident classification table:

Classification	Criterion
Level 1 (critical)	The Subscription Service is not Available and business-critical operations are halted. A workaround is not available.
Level 2 (high)	The Subscription Service is Available, but a core feature is critically impaired for many users. Core business operations are significantly disrupted, and any available workaround is difficult to implement.
Level 3 (medium)	The Subscription Service is Available, but a non-critical feature is failing or a small subset of users is impacted. A commercially viable workaround is available, allowing core use of the service to continue.
Level 4 (low)	The Subscription Service is Available, but there is a nominal or no impact on service functionality or business operations. This is for cosmetic issues, general questions, or documentation errors.

Upon discovery of an incident, both parties shall promptly inform each other on discovery of the incident according to the classifications above. The following table specifies the reaction steps, which must be performed by Talon.One and Customer by which Talon.One deals with the specific incident reports:

- **Step 1** – Identification: Talon.One confirms that an incident exists and starts to collect information and performs an analysis.
- **Step 2** – Temporary Solution: Talon.One processes the incident and provides a temporary work around, if possible, as soon as possible, in order to make the Subscription Service at least partially Available.
- **Step 3** – Problem Resolution: Talon.One provides a final solution to the incident, so that the Subscription Service is fully Available again.

TYPE (Classification)	STEP 1 (Identification) Estimated Response Time	STEP 2 (Temporary Workaround) Estimated Response Time	STEP 3 (Problem Resolution) Estimated Response Time
1 (Critical)	2 hours	4 hours	1 working day
2 (High)	4 hours	1 working day	Within 5 working days
3 (Medium)	Within 2 business days	Within 5 business days	Processing as resources allow
4 (Low)	Within 4 business days	Processing as resources allow	Processing as resources allow

3. Measurement and Reports

3.1 System Monitoring and Measurement: The System Availability Percentage will be measured and monitored solely by Talon.One's internal systems and monitoring tools. Talon.One's records and data shall be the sole and exclusive basis for all calculations and determinations under this SLA. Upon written request by Customer, Talon.One will provide a report of the System Availability Percentage for the preceding calendar quarter or, in Talon.One's discretion, access to a self-service online dashboard describing the System Availability Percentage as measured by Company's monitoring tools and a log of any incidents qualifying as Downtime under this SLA.

3.2 System Performance Reports: If Customer disagrees with any measurement or other information set forth in any report provided by Talon.One pursuant to Section 3.1 above, it must so inform Talon.One in writing within five (5) calendar days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature

of the dispute. Talon.One and Customer agree to attempt to settle any such disputes regarding the System Availability Percentage and/or related measurements in a timely manner by mutual good faith discussions.

4. Customer Requirements

4.1 Customer Obligations: Customer is responsible for: (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; (ii) correctly configuring Customer's systems in accordance with the Documentation; and (iii) providing timely and accurate information to Talon.One support personnel to aid in incident resolution.

4.2 Non-Performance by Customer: The obligations of Talon.One set forth in this SLA will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure(s) to meet the foregoing requirements.

5. Service Credits

5.1 Credit Eligibility: If the Service Availability Percentage for the Services drops below the 99.9% Service Standards in any calendar month, Customer shall be eligible to receive a Service Credit, provided Customer complies with the procedures in Section 5.3.

5.2 Credit Calculation: The Service Credit will be calculated as a percentage of the monthly subscription fees paid by Customer for the specific, affected Service for the calendar month in which the failure occurred, as follows:

System Availability:	Service Credit Percentage of monthly fees:
<99.9%	2.5%
<98.0%	5.0%
<97.0%	7.5%
<96.0%	10%
<95.0%	20%
<94.0%	30%

5.3 Credit Request Procedure: To receive a Service Credit, Customer must promptly notify Talon.One within five (5) business days of the end of the month in which the Downtime occurred. The words "SLA" and "Credit" must appear in the subject line. Following Talon.One's verification of a valid Service Credit request, the applicable Service Credit will be applied to an invoice within one billing cycle following the month in which the credit was approved.

5.4 Maximum Credit and Sole Remedy: The maximum total Service Credit that Talon.One will issue to Customer for all Downtime that occurs in a single calendar month will not exceed 100% of the monthly fee for the affected Service. The Service Credits described in this Section 5 are Customer's sole and exclusive remedy, and Talon.One's entire liability, for any breach of the Service Commitment.