ZERION - API LICENSE AGREEMENT

Last Updated: September 14, 2023

This API License Agreement (this "Agreement") is a binding contract between you ("Customer", "you" or "your") and Zerion Inc, a Delaware Corporation ("Zerion", "we," or "us"). This Agreement governs your access to and use of Zerion Services (defined below) as purchased under an applicable Order Form. You and Zerion may be referred to herein collectively as the "Parties" or individually as a "Party".

BY USING THE SERVICES OR IF YOU HAVE ENTERED INTO AN ORDER FORM TO OBTAIN THE RIGHT TO USE THE SERVICES, THEN YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A ORGANIZATION (SUCH AS YOUR EMPLOYER, A DECENTRALIZED AUTONOMOUS ORGANIZATION OR OTHER LEGAL ENTITY), SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

## 1.	GRANT OF LICENSE

**1.1	Zerion Services**. Subject to the terms of this Agreement, Zerion grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable right and license to access and use (i) the Zerion application programming interface, related documentation, tools and other data, product materials or information provided by Zerion to allow Customer to receive information from Zerion (the "Zerion API") and (ii) all data and information created, received, processed or provided by Zerion through the Zerion API (the "Zerion Data"), and together with the Zerion API, the "Licensed Materials"), in each case, solely to allow for the creation of software applications ("Customer Services") that interface with Zerion products and services (the "Zerion Services").

**1.2	Account and Access Codes**. Zerion will provide Customer with access code(s) (e.g., password, key, tokens, etc.; collectively "Access Codes") to access the Zerion API and Customer must protect the confidentiality of such Access Codes. Customer may not sell, transfer, sublicense or otherwise disclose the Access Codes to any party other than those expressly permitted by this Agreement. Customer may not modify or attempt to circumvent the Access Codes. The parties shall use reasonable best efforts to maintain the secrecy and security of the Access Codes. Notwithstanding the foregoing, Customer shall be liable hereunder for any

unauthorized use or disclosure of the Access Codes resulting from any act or omission by Customer.

1.3   Zerion Trademarks. Subject to the terms of this Agreement, Zerion grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, worldwide, limited, royalty-free right and license to use, reproduce, display, and distribute the Zerion trademarks and service marks (the "Zerion Marks") solely in connection with Customer's licensed and authorized use of the Licensed Materials. Customer may not use the Zerion Marks in the titles or logos of Customer Services or other products and services, or in any way that implies Zerion's endorsement or sponsorship of, or false association with such Customer Services. Zerion reserves the right to judge whether Customer's use of the Zerion Marks is acceptable. Customer shall comply with the Zerion branding requirements that may be provided to Customer from time to time. All use of the Zerion Marks shall insure to the benefit of Zerion.

1.4   Revocation. Zerion reserves the right to deny and/or revoke Customer's Zerion API access for any reason. Such reasons may include, but are not limited to, that Customer's keys have been compromised, published, or shared, or Customer has been abusive or in violation of this Agreement.

1.5   Restrictions on Zerion API. Except as expressly and unambiguously authorized under this Agreement, Customer may not directly or indirectly (i) use any of Zerion's Confidential Information (defined below) to create any service, software, documentation or data that is similar to any aspect of the Zerion Services; (ii) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, aggregate, index, reverse engineer or decompile (except to the limited extent such restrictions are prohibited by applicable statutory law), derive source code or algorithms from, modify or alter, interfere with, defeat, avoid, disrupt, bypass, remove, disrupt or disable any part of the Licensed Materials or the Zerion Services; (iii) encumber, sublicense, transfer, rent, lease, time-share or use the Zerion Services in any service bureau arrangement or otherwise for the benefit of any third party; (iv) copy, harvest, scrape, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Zerion Services; (v) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; (vi) remove any copyright patent, trademark, or other intellectual property notices, information, and restrictions contained in any content accessed through the Zerion Services; (vii) use the Licensed Materials or Zerion Services for any unlawful purpose, including to phish, spam, or distribute malware to any end user; or (viii) permit any third party to engage in any of the foregoing proscribed acts. Customer Services must only interact with the Licensed Materials or the Zerion Services using these published API methods. Customer shall not work around any explicit Zerion API limitation using a series of non-API calls, even if such work-arounds are possible by avoiding use of the Zerion API. In addition, Customer shall comply with any limitations on the frequency of access, calls and use of the Zerion API as provided to Customer by Zerion from time to time. Zerion expressly reserves the right in its reasonable, nondiscriminatory discretion to limit the number and/or frequency of Zerion API

requests. Customer's use of the Licensed Materials must comply with all applicable laws, rules and regulations.

1.6   Restrictions on Use of Zerion Data. Customer shall not archive or resell the Zerion Data. Customer shall take commercially reasonable steps, compliant with applicable laws, rules and regulations, to protect Zerion Data from unauthorized use, disclosure or access by third parties. Customer shall notify Zerion of any security issues Customer becomes aware of.

2.   LIMITATIONS

2.1   Changes to the Zerion Services. Customer acknowledges that Zerion may change or republish APIs for any Zerion Services or features of the Zerion Services, or otherwise change such features from time to time and that it is Customer's obligation and responsibility to ensure that calls or requests Customer makes to or via the Zerion Services are compatible with then-current Zerion API, interfaces and features of the Zerion Services. Zerion may attempt to inform Customer of any changes with reasonable notice so Customer can adjust Customer's use of the Zerion Services, but Zerion is not obligated to do so.

2.2   Non-Exclusivity. The rights granted by Zerion in this Agreement are nonexclusive and Zerion reserves the right to: (i) act as a developer of products or services which may compete with any of the products that Customer may develop in connection with Customer's use of the Zerion Services and (ii) appoint third parties as developers or systems integrators who may offer products or services which compete with Customer Services, each subject to paragraph 3 (Term and Termination) below.

2.3   Service Levels. During the term of this Agreement, Zerion will use commercially reasonable efforts to meet the Minimum Service Level specified in Exhibit A. Zerion shall use commercially reasonable efforts to provide Customer with access to the Zerion Services which Zerion provides other customers.

2.4   No Misleading Users. Customer may not, under any circumstances mislead, confuse or cause misapprehension or confusion among users as to the features, functionality, origin, capabilities or other aspects of Customer Services, the Zerion Services or the Licensed Materials, including through Customer Services descriptions. Customer Services must accurately represent the data returned by the Zerion API. Customer shall make sure Customer's users understand that Customer Services are not official applications of Zerion or endorsed by Zerion in any way.

2.5   Customer Services and Support. Customer is solely responsible for any Customer Services that make use of the Licensed Materials and the Zerion Services, including any data, text, images or content contained therein. Customer is solely responsible for providing all support and technical assistance to end users of the Customer Services. Customer acknowledges and agrees that Zerion has no obligation to provide support or technical assistance directly to Customer's end users or to Customer and Customer shall not represent to any of its end users that Zerion is available to provide such support.

3. **TERM AND TERMINATION**

3.1 **Term.** The initial term of this Agreement begins on the Order Effective Date and expires at the end of the initial term specified in the relevant Order Form (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term," and together with the Initial Term, the "Term"), unless either Party provides the other with written notice of its intent not to renew at least thirty (30) days prior to the end of the Initial Term.

3.2 **Termination for Breach.** Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach.

3.3 **Effects of Termination**. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease and Customer shall cease using, destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Licensed Materials; provided, that the provisions of Sections 5 (Ownership), 6 (Confidentiality), 7.2 (Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), 10 (Miscellaneous) and this Section 3.3 shall survive.

4. **FEES**

4.1 **Fees**. The Customer shall pay Zerion fees on a monthly basis according to the Pricing Arrangement specified in the Order Form.

4.2 **Payment Terms**. Fees shall be invoiced monthly and must be paid to Zerion within ten (10) days of receipt of such invoice. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) Zerion may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law and (ii) Customer shall reimburse Zerion for all costs incurred by Zerion in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

4.3 **Taxes**. The Fees are exclusive of all taxes (including, but not limited to, sales, use and value-added taxes), and Customer shall be responsible for payment of all such taxes, excluding those based solely on Zerion's net income. All Fees are non-refundable.

4.4 **Fee Adjustments**. Zerion reserves the right to change the Fees and to institute new fees at any time, upon thirty (30) days prior notice to Customer via email provided by Customer in the Order Form.

5.   OWNERSHIP

5.1   Customer Data. As between the parties, Customer shall own the Customer Services, and all data, information, and other materials submitted by Customer to the Zerion Services ("Raw Data"). Customer hereby grants to Zerion a non-exclusive, royalty-free, worldwide, fully paid-up, sublicensable, transferable right and license to: (a) use, retain, reproduce, distribute, display, prepare derivative works of, and otherwise modify and exploit the Raw Data as required in connection with Zerion's provision of the Zerion Services to Customer; (b) create anonymized compilations and analyses of Raw Data that is combined with data from numerous other customers ("Aggregate Data"); and (c) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data ("Analyses").

5.2   Zerion Services. As between Customer and Zerion, Zerion shall retain all right, tile and interest in and to the Zerion Marks, the Zerion Services, the Licensed Materials, the Aggregate Data, and Analyses, and all intellectual property rights connected thereto. Customer acknowledges and agrees that Zerion shall have exclusive ownership rights to, and the exclusive right to use and distribute, the Aggregate Data and Analyses for any purpose consistent with its privacy policy and applicable law, including, but not limited to incorporation into products and services for commercial or non-commercial purposes, advertising, marketing, and promotion of networking opportunities to other prospective customers of the Zerion Services; provided, however, that Zerion shall not distribute Aggregate Data and Analyses in a manner by which Customer or any of its users could reasonably be identified. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Zerion (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Zerion Services, Zerion Marks, Licensed Materials, Aggregate Data, and Analyses, and all copies, modifications and derivative works thereof.

5.3   Intellectual Property Notices. Customer may not remove, obscure, or alter any notice of any Zerion Mark, or any copyright notice, patent notice or other marking signifying an intellectual property or proprietary right appearing on https://zerion.io/ (the "Zerion Website") or contained within the Licensed Materials or the Zerion Services.

5.4   IP Ownership and Development. Except as set forth in this Agreement, (a) nothing herein shall be construed as a party granting any intellectual property rights or ownership to the other party and (b) nothing herein shall create any restriction on the ability of a party to develop its own intellectual property, products, or otherwise.

5.5   Feedback. Customer agrees to provide Zerion with comments concerning the Licensed Materials and the Zerion Services and Customer's evaluation and use thereof, including bug reports, evaluations, proposed product integrations (and associated metrics and learnings) ("Feedback"). Customer agrees that Zerion and its designees will be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license and sublicense, incorporate and otherwise use the Feedback, including derivative works thereto, for any and all commercial and non-commercial purposes with no obligation of any kind to Customer.

6. CONFIDENTIALITY

6.1   Definition. Each party agrees that the business, technical and financial information, including without limitation, the Zerion Services, the Zerion platform, and the Licensed Materials, and all software, source code, inventions, algorithms, know-how and ideas therein and the terms and conditions of this Agreement, designated in writing as confidential or disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing party and its licensors ("Confidential Information"). Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party.

6.2   Restrictions. The receiving party hereby agrees (i) to hold the disclosing party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving party employs with respect to its own confidential materials), (ii) not to divulge the disclosing party's Confidential Information to any third person (except consultants acting on its behalf, subject to the conditions stated below), (iii) not to use the disclosing party's Confidential Information except for the purposes set forth in this Agreement and (iv) not to copy or reverse engineer the disclosing party's Confidential Information. Any employee or consultant given access to the Confidential Information must have a legitimate "need to know" and be apprised of and agree to restrictions at least as protective of the disclosing party's Confidential Information as this Agreement. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided that either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry. Each party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, the disclosing party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.

6.3   Required Disclosure. Nothing herein shall prevent a receiving party from disclosing any Confidential Information as necessary pursuant to any applicable court order, law, rule or regulation; provided that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party (to the extent legally permitted) in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

7.   WARRANTIES AND DISCLAIMERS.

7.1   Warranties. Each party represents, warrants and covenants that: (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into

this Agreement and to perform its obligations hereunder; (b) it shall comply with all applicable laws in connection with its performance hereunder (including laws relating to personal information and privacy); and (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

7.2   DISCLAIMER. THE LICENSED MATERIALS AND THE ZERION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, ZERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS AND THE ZERION SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FURTHER, ZERION DISCLAIMS ANY WARRANTY THAT Customer'S USE OF THE LICENSED MATERIALS AND THE ZERION SERVICES WILL BE UNINTERRUPTED, ERROR FREE, VIRUS FREE OR SECURE.

8.   LIMITATION OF LIABILITY.

EXCEPT FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY) OR Customer'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGE, (I) FOR ANY LOST PROFITS, LOSS OF USE, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, ZERION SERVICES OR TECHNOLOGY, (II) FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED, TO LOSS OF REVENUES AND LOSS OF PROFITS OR (III) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID OR PAYABLE BY Customer TO ZERION HEREUNDER DURING THE PREVIOUS THREE (3) MONTHS. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

9.   INDEMNIFICATION.

Customer agrees that Zerion shall have no liability whatsoever for any use Customer makes of the Licensed Materials or the Zerion Services. Customer agrees to indemnify, defend and hold Zerion, its affiliates and licensors, each of their respective business partners, employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees),

arising out of or in connection with (i) Customer's use of the Licensed Materials, Zerion Services and/or Zerion Marks, (ii) any Customer Service, including but not limited to any claim involving infringement or misappropriation of third-party rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of any Customer Service, (iii) Customer's violation of any term or condition of this Agreement or (iv) Customer or Customer's employees' or personnel's negligence or willful misconduct.

10.   MISCELLANEOUS

10.1   Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations or agreements (oral or written), between the parties regarding the subject matter hereof. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement.

10.2   Modification. Zerion reserves the right to modify or update this Agreement, in whole or in part, at any time in its sole discretion. Zerion will use commercially reasonable efforts to notify Customer of any material changes in advance of the effective date of any such change. Customer's continued use of the Service following any such change will constitute Customer's acceptance of such changes. This Agreement may not otherwise be amended, except by a written agreement executed by Zerion and Customer.

10.3   Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.4   Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and both parties consent to the jurisdiction of such courts with respect to any such actions.

10.5   Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Sections 5 and 6, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.6   Notices. All notices under this Agreement will be in writing and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email or facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.7   Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.8   Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Customer without Zerion's written consent. Any action or conduct in violation of the foregoing shall be void and without effect. Zerion expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

10.9   Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

EXHIBIT A

SERVICE LEVEL COMMITMENT.

1.1 General. Zerion shall use commercially reasonable efforts to maintain the Minimum Service Level set forth below during the term of the Agreement.

Service Category	Measurement	Measurement Window	Minimum Service Level
Availability	Availability of the Zerion API with all material functionality	Monthly	99.7% Uptime
Number of Requests	Number of Requests, meaning the maximum number of requests Zerion API should be able to serve per the specified measurement window	1 Second	120 Requests
Latency	"P99 on 3s" latency, meaning 99% of requests should be faster than the specified minimum service level	N/A	3 seconds

1.2 Service Disruption. Zerion will inform Customer, by Slack (or other prompt means if Slack is unavailable), of any service disruption, unless such disruption is of an insignificant nature (less than 1 hour). Zerion will use commercially reasonable efforts to restore service as soon as reasonably practicable and inform Customer by Slack (or other prompt means if Slack is unavailable) once service is restored.

1.3 Exceptions. The following downtime minutes will be excluded from the measurement of compliance with the Minimum Service Level: (i) downtime minutes related to scheduled maintenance; (ii) downtime minutes related to events of force majeure; (iii) downtime minutes resulting from acts by Customer other than in accordance with the Agreement, including but not limited to any negligence, willful misconduct or use of the Licensed Materials or Zerion Services in breach of the Agreement and (iv) downtime minutes resulting from data or transmission quality issues or any other cause outside of Zerion's reasonable control.   All scheduled maintenance will be conducted between the hours of 12:00 a.m. ET and 5:00 a.m. ET. Zerion at its sole discretion may plan additional scheduled maintenance which will be communicated by

email to Customer at least 24 hours in advance with notice of how many hours of downtime is expected.

1.4 Remedy. If Zerion fails to meet the Minimum Service Level as set forth above, then as Zerion's sole obligation and Customer's exclusive remedy, Customer shall be entitled to a 5% credit based on fees actually paid by Customer to Zerion pursuant to the Agreement for each 60 minute period below the Minimum Service Level set forth above that the Zerion API remains unavailable, *provided* that in no event shall service credits in any calendar month exceed 30% of the Monthly Fees for the given month. Any such credit shall be applied to fees owed by Customer to Zerion in the following calendar month. Customer must request such service credit within 10 business days following the end of the calendar month in which the failure occurred.

1.5 Support. Zerion will provide support for the Zerion API via its joint Slack channel, which is staffed during Business Hours. "Business Hours" is defined as 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding federal or state holidays. Zerion will use commercially reasonable efforts to respond within 1 business day to ordinary requests and will use commercially reasonable efforts to respond to serious incidents or outages within 4 hours.