

## SERVICE LEVEL ADDENDUM

This Service Level Addendum (“SLA”) is incorporated into and forms a part of the Master Services Agreement (“Agreement”), and capitalized words used but not defined in this SLA have the meanings set forth in the Agreement.

### **Article I: ICE MT Services.**

**1.1 Availability.** This Article I applies to all hosted Services except for Data & Document Automation/Validation and Mortgage Analyzer-branded Services (formerly known as AIQ) and Services that are resold from a third party (for the purposes of this SLA only, the “ICE MT Services”). ICE MT will make the ICE MT Services available 99.5% of the time, except as provided below, as measured by overall access to the ICE MT Services by ICE MT’s customers in the aggregate, based on the number of end-users of customers (or number of customers where there are no end-users) affected by each incident of inaccessibility or inoperability (“Downtime”). Availability will be calculated per calendar quarter as follows:  $[(\text{total} - \text{nonexcluded} - \text{excluded}) \div (\text{total} - \text{excluded})] \times 100$  each calendar month, averaged over a calendar quarter.

Where:

- *total* means the total number of end-user minutes (or customer minutes where there are no end-users) in a calendar month;
- *nonexcluded* means Downtime that is not *excluded*; and
- *excluded* means:
  - Any planned Downtime performed between the hours of 8:00 p.m. Saturday to 4:00 a.m. Sunday, Pacific Time, and Tuesday and Thursday nights between the hours of 10:00 p.m. to 2:00 a.m. the next morning, Pacific Time.
  - Any unscheduled, emergency maintenance that is necessary (a) to address risks and threats that may result in Downtime if not addressed prior to the planned Downtime, or (b) for legal compliance reasons. ICE MT will use commercially reasonable efforts to provide advance notice for unscheduled, emergency maintenance. ICE MT will provide such notice to Customer through the ICE MT Resource Center or in the same timing and manner in which it provides such notice to all other customers.
  - Any Force Majeure Event.

For any partial calendar quarter during which Customer subscribes to the ICE MT Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

**1.2 Remedies.** Should ICE MT fail to make the ICE MT Services available as described in Section 1.1 for two consecutive calendar quarters, Customer will be entitled, as its sole remedy for such failure, to receive the credits below (calculated as an average of fees paid for the affected ICE MT Service(s) per month for the last three months).

Availability across two consecutive calendar quarters	Credit percentage against one month fees paid
99.5 – 100%	0%
97.5 – 99.4%	15%
< 97.5%	25%

**1.3 Reporting, Claims, and Notices.** To claim a remedy under this SLA, Customer will send ICE MT a notice, via email addressed to LegalDepartment-MortgageTech@ice.com, containing the following details: (a) Customer name and Customer ID (as set forth in the applicable Order Form); (b) dates and time periods for each instance of Downtime during the relevant period; and (c) an explanation of the claim, including any relevant calculations. Claims may be made on a calendar-quarter basis only and must be submitted within ten business days after the end of the applicable quarter, except where a Services subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within ten business days after the subscription end date. All claims will be verified against ICE MT's system records.

### **Article II: Mortgage Automation Services.**

**2.1 Availability.** This Article II applies to Data & Document Automation/Validation and Mortgage Analyzer-branded Services, formerly known as AIQ (for the purposes of this SLA only, the “Mortgage Automation Services”). ICE MT will make the Mortgage Automation Services available 99.5% of the time, 24 hours per day, 7 days per week, calculated on a calendar monthly basis, except as provided below. Availability will be calculated per calendar month as follows:

$$[(\text{total} - \text{nonexcluded} - \text{excluded}) \div (\text{total} - \text{excluded})] \times 100.$$

Where:

- *total* means the total number of minutes in a calendar month;
- *nonexcluded* means any downtime (i.e., the Mortgage Automation Service is inaccessible) that is not *excluded*; and
- *excluded* means:
  - Any scheduled or emergency maintenance. ICE MT may designate certain time periods for scheduled maintenance or emergency maintenance, during which it may limit or suspend the availability of the Mortgage Automation Services to perform necessary maintenance or upgrades. ICE MT will provide Customer with electronic or written notice (which may include email or system alert) at least 72 hours in advance of any scheduled maintenance, and will make commercially reasonable efforts to provide similar notice at least four (4) hours in advance of any emergency maintenance, if practicable. Scheduled maintenance windows typically occur on Sundays. Lesser notification periods will not be considered system unavailability if the maintenance is critical to protect the integrity of the system or Customer Data and is completed within the standard maintenance window.
  - Any unavailability of the Mortgage Automation Services lasting less than ten (10) consecutive minutes.
  - Any unavailability of the Mortgage Automation Services due to an act or omission (including unauthorized use or misuse of the Services) of Customer, its authorized users, employees, agents or contractors.
  - Any unavailability of the Mortgage Automation Services due to any failure or outage of Customer's services, facilities, infrastructure, service providers, or other causes attributable to Customer or to parties other than ICE MT or its Subcontractors.
  - Any Force Majeure Event.

For any partial calendar month during which Customer subscribes to the Mortgage Automation Services, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

**2.2 Remedies.** Should ICE MT fail to make the Mortgage Automation Services available as described in Section 2.1 for any two consecutive calendar quarters, Customer will be entitled, as its sole remedy for such failure, to receive the credits below (calculated as an average of fees paid for the affected Mortgage Automation Service per month for the impacted three months).

Availability across two consecutive calendar quarters	Credit percentage against one month fees paid
99.5 – 100%	0%
99.0 – 99.4%	5%
98.0 – 98.9%	7.5%
97 – 97.9%	10%
< 97.0%	15%

**2.3 Reporting, Claims, and Notices.** To claim a remedy under this SLA, Customer will send ICE MT a notice, via email addressed to LegalDepartment-MortgageTech@ice.com, containing the following details: (a) Customer name and Customer ID (as set forth in the applicable Order Form); (b) dates and time periods for each instance of downtime during the relevant period; and (c) an explanation of the claim, including any relevant calculations. Claims must be submitted within ten business days after the end of the applicable period in which the downtime occurred. All claims will be verified against ICE MT's system records.

**Article III: General.**

**3.1 Exclusions.** Services designated in writing as beta, concept release, limited availability release, product preview, test environment, or similar descriptions are excluded from this SLA. ICE MT will have no obligations under this SLA during any period in which Customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations.

**3.2 Notifications.** ICE MT will notify Customer as soon as possible regarding actual and reasonably likely material Service disruptions and degradations via the ICE MT Status Center located at <https://emstatuscenter.elliemae.com/>.

**Article IV: Modifications.** This SLA is subject to modification at ICE MT's discretion upon posting of an updated version

of this Service Level Agreement at <https://www.icemortgagetechnology.com/agreements>; provided, however, that any such modification will not materially decrease ICE MT's service level commitment. ICE MT will use commercially reasonable efforts to provide advance notice of any material changes to the terms of this SLA.