

## Service Level Agreement

# **Customer Service**

Version. V7.0



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#### **Document Revision History**

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		Customer Success	
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		Customer Success	
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		Customer Success	Issue Priority
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		Customer Success	and Premium Support
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6.0	2024-10-01	Alex Tan,	Extension of SLA to include Platinum Support Tier
		Customer Success	
7.0	2005-04-28	Alex Tan,	Revision of SLA Terms and Definition, Limitations and
		Customer Success	Service Support details



#### Introduction 1.

#### 1.1. About This Document

ChainUp provides this Service Level Agreement ("SLA") as a formal agreement between ChainUp and the Customer, defining the standards of service and support commitments applicable to the Services. This SLA forms an integral part of the Customer's Subscription under the Service Agreement and is governed by the terms set forth therein, including any capitalized terms specifically defined for our valued customers.

Please note that this SLA does not apply to independently branded services that may be associated with or connected to the core Services, nor does it cover any on-premises software that is integrated with the Services. In addition, any modifications or customizations to ChainUp's Services performed by the Customer or by third-party vendors authorized by the Customer are expressly excluded from SLA coverage.

It is also important to emphasize that ChainUp Previews and any Services provided free of charge are explicitly excluded from, and not eligible for, SLA commitments.

#### 1.2. Amendments and Updates

ChainUp reserves the right to amend, modify, or update this Service Level Agreement (SLA) at its sole discretion, as deemed necessary to ensure the continued delivery of services to its subscribed customers. Any such changes shall take effect upon publication or communication to the Customer, unless otherwise specified. ChainUp is committed to maintaining service quality and operational excellence, and adjustments to the SLA will be made in alignment with evolving service requirements, industry standards, and business needs.

#### 1.3. General Terms and Definitions

The following section outlines the general terms and definitions pertinent to the SLA governing the provision of ChainUp Services. These terms and definitions serve as the foundational framework for understanding the rights, responsibilities, and obligations of both ChainUp and its customers in relation to the delivery of the Services and performance of Service Agreement provided by ChainUp.

"ChainUp" means ChainUp Pte. Ltd. and the services made available by ChainUp to its Customers.

"Customer" means paying entities that have subscribed to 1 or more ChainUp Services with an active Subscription period as stipulated and agreed under the relevant Service Agreement.

"Services" covers the functionalities, features, and resources made available by ChainUp as specified in the service agreement.

"Service Agreement" refers to the service agreement (or may also known as Order Form or any service or purchase agreement) executed by Customer and ChainUp.

"Subscription" refers to the subscription subscribe by the Customer as stipulated and agreed under the relevant Service Agreement.

"Active Subscription" refers to the status of Subscription which is active as stipulated and agreed under the relevant Service Agreement.

"Incident" means (i) a single event, or (ii) any set of events that result in downtime on the Service.

"Scheduled Downtime" means the period of downtime related to network, hardware or service maintenance or upgrade which are planned, in advanced or as an emergency measure, and not caused by service failures.



"Uptime" means the duration of time during which the Services are operational and accessible to the Customer, expressed as a percentage of total time in a given period.

"Downtime" means period during which the Services are unavailable or inaccessible to the Customer, excluding scheduled maintenance windows and force majeure events.

"Response Time" means the maximum duration within which ChainUp commits to respond to receiving Customer issue, Incident or request sent through ChainUp official channels such as Customer Service Support or as defined in the Agreement between ChainUp and Customer.

"Resolution Time" means the maximum duration within which ChainUp has provided the necessary support, either through information or actions performed, to recover and/or restore the service in relation to the reported Incident or service disruptions, as outlined in the SLA.

"Force Majeure" refers to (i) any circumstances render non-performance or delay in performance under this SLA, including but not limited to natural disasters, acts of war (whether declared or not), government regulations, labour disputes, and any other circumstances of similar nature which is directly or indirectly beyond the control of the parties under this SLA, unforeseeable and unavoidable; and (ii) any circumstance and conditions directly or indirectly affected, contributed and/or caused by (i) above, including but without limitation to hacking (for example, DDoS attacks), equipment failures, network failures, service failures caused by power outages of cloud service providers, management failures, or digital currency damage/loss caused by and not limited to viruses and bugs, and any other circumstances of similar nature.

"Confidential Information" Any non-public, proprietary, or sensitive information disclosed by either party to the other party in connection with the provision or use of the Services, including but not limited to trade secrets, financial data, and customer information.

These terms and definitions are provided for clarity and reference purposes and shall govern the interpretation and enforcement of the SLA between ChainUp and its Customers.



#### 1.4. SLA Limitations

This SLA and any applicable Service Levels do not apply under the following situations:

"Exclusions" SLA does not cover services or functionalities not explicitly outlined within the scope of this agreement.

"Third-party Services" ChainUp is not liable for any disruptions or issues arising from the integration or utilization of third-party services, applications or hardware not provided by ChainUp, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or Customer inhouse solution or services.

"Scheduled Maintenance" ChainUp reserves the right to perform scheduled maintenance activities that may temporarily affect service availability. Such instances are not considered breaches of the SLA.

"Force Majeure events" ChainUp shall not be held liable for any failure to meet SLA commitments due to force majeure events or circumstances beyond its reasonable control.

"Non-Compliance and Misuse" ChainUp is not responsible for downtime or disruptions arising from Customer failure to adhere to required configurations, use supported platforms, or comply with policies for acceptable use. This encompasses any usage of the Service inconsistent with its features and functionality, including attempts to perform unsupported operations, as well as actions contrary to ChainUp published guidance.

"Unauthorized Actions and Security Breaches" ChainUp shall not be held liable for any downtime, disruptions, or damages resulting from your unauthorized actions or failure to act when required. This includes actions or omissions by your employees, agents, contractors, or vendors, as well as any unauthorized access to our network facilitated by your passwords or equipment. Additionally, ChainUp shall not be liable for any Incidents stemming from your failure to adhere to appropriate security practices.

"Faulty Input or Instructions" ChainUp bears no liability for downtime or disruptions resulting from faulty input, instructions, or arguments provided by you. For instance, requests to access non-existent files or execute commands outside the scope of supported functionalities fall under this exclusion.

"Throttling due to Suspected Abuse" ChainUp shall not be held responsible for any downtime or disruptions caused by throttling of suspected abusive behaviour resulting from actions performed by you, your authorized agents, contractors, or vendors. Such actions may lead to temporary limitations on service access or functionality, as determined by ChainUp monitoring and enforcement mechanisms.

"Inactive Subscription" Subscription reserved, but terminated, rescinded or suspended due to any reason as stipulated under the relevant Service Agreement, at the time of the Incident.

**"Free-of-Charge Services"** Services provided by ChainUp on a complimentary basis, including previews and trials, are exempt from SLA coverage.

These additional limitations serve to further clarify the circumstances under which ChainUp's obligations under the SLA may be exempted or restricted, ensuring a comprehensive understanding of both parties' rights and responsibilities.



#### 2. Service Specific Terms

#### 2.1. Software-as-a-Service (SaaS) based services

**Service Availability Measurement:** ChainUp service availability for SaaS based services shall be quantified by the total minutes of product service provided throughout a calendar month, excluding periods designated for scheduled maintenance and occurrences of Force Majeure. This measurement is contingent upon the active Subscription status under the relevant Service Agreement, ensuring that Services are accessible for use by the Customers during the stipulated timeframe. The calculation of service availability shall be determined by dividing the aggregate duration of service availability by the total time within the calendar month.

**Uptime Calculation:** The uptime of ChainUp Services shall be determined in accordance with the terms specified in the Agreement between ChainUp and its Customers. This calculation shall consider the proportion of time during which the services are operational and accessible to Customers, excluding any scheduled maintenance windows or Force Majeure events.

**Downtime Calculation:** Downtime shall be calculated as the total cumulative minutes during which ChainUp Services are unavailable or inaccessible to Customers, excluding scheduled maintenance windows, Force Majeure events, unavailability of Services add-on features, the inability to access the Service due to Customers modifications of the Services, all network traffic outside of ChainUp infrastructure or beyond reasonable control such as network latency on the Customer, or any trades made on Customers' mobile app or web portal.

These limitations serve to clarify circumstances under which ChainUp's obligations under the SLA may be exempted or restricted, ensuring a comprehensive understanding of both parties' rights and responsibilities.

#### 2.2. On-premise based services

ChainUp service availability for On-premise based services shall be assessed based on the response and resolution times provided to Customers. This measurement is contingent upon the active licensing status, the provision of reasonable information by the Customer to ChainUp service support for support resolution, and the availability of reasonable access to the Customer environment to perform support resolution. The determination of service availability levels shall be based on the terms specified in the Agreement between ChainUp and its Customers, considering the type of service support subscribed to by the Customer.

ChainUp's Service Level Agreement (SLA) does not apply under the following circumstances:

- Deployment of ChainUp services onto on-premise servers where hardware and software specifications do not match the specifications provided by ChainUp.
- Inability to access the Service due to modifications made to the Service by the Customer, including any customizations or alterations.
- Inability to access the Service due to the utilization of third-party services subscribed to by the Customer.
- Trades conducted on Customers' mobile app or web portal, which are not within the scope of ChainUp's services and thus not covered by the SLA.

These exclusions delineate scenarios in which ChainUp SLA does not extend to on-premise based services, ensuring clarity regarding the limitations of service availability and support provided under the Agreement.



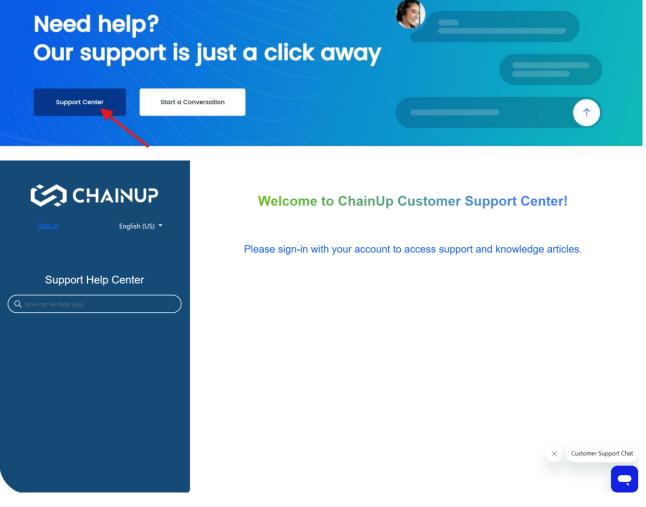
#### 3. Support Incident Management

ChainUp Incident management procedures are governed by the service availability level stipulated in the Service Agreement established between ChainUp and its Customers, as well as the specific type of service support subscribed to by the Customer. This framework ensures that Incident resolution processes are conducted in accordance with the agreed-upon service standards and support provisions outlined in the contractual arrangement between ChainUp and its Customers. For clarification, ChainUp Incident management procedures shall not be applicable for any issues, problems or Incidents that are caused by the Customer itself, whether directly or indirectly.

#### 4. Self-Service & Support Center

Customers can access ChainUp Support Center to access a library of documentation and configuration guides to manage their subscribed product offerings. In addition, customers can raise tickets for support, feature requests and enquiries to ChainUp support team to provide additional assistance.

Customer can access the Support Center using web browsers and entering the website URL: <u>https://chainup.zendesk.com/hc/en-us</u>. Or access through our ChainUp website:



A valid login account is required to access the system. For first-time customers, please contact ChainUp Support to initiate account creation. The number of user accounts to be provisioned will be determined based on the customer's subscribed support tier.



#### 5. Customer Service Online Support

ChainUp Customer Support is available exclusively to customers with an active Subscription under the applicable Service Agreement. Customers requiring assistance may initiate inquiries through the Live Customer Support chat feature, accessible via the ChainUp website at https://www.chainup.com/. To start a chat session, please click on the "Customer Support" link located in the website footer.

Reference on Customer Support Online Chat:

	Products	Solutions	Insights
	Digital Assets Exchange	Central Banks	News
Certifications	Decentralized Exchange	Commercial Banks	Blog
	Liquidity-as-a-service	Retail Banks	Events
Bogulation Agia	Wallet-as-a-service	Investment Banks	Market Updates
Regulation Asia	NFT Marketplace	Digital Asset Exchanges	
Excellence 2023	Know-Your-Transaction KYT	Asset Management Firms	Our Company
	Asset Tokenization	Payment Platforms	
	Gaming and Metaverse	Hedge Funds	About
AICPA	Smart Web3 Banking	OTC/Investment Brokerage Platforms	Contact Us
SOC 2 Type 1 SOC 2 Type 2	ChainUp Custody	Venture Capital/Private Equity Firms	Leadership
	ChainUp Investment		Careers
50/160 50/160 50/160	Crypto Mining		
50 <sup>1</sup> /1¢ <b>ISO</b> 30 <sub>1/2</sub> 0 <b>U</b> 50 <sup>1</sup> /1¢ <b>ISO</b> 50 <sub>1/2</sub> 0 <b>U</b> 50 <sup>1</sup> /1¢ <b>U</b> 50	Staking		Customer Support
43001;20 + 30/7;20 + 30/7;20 + 30/8;20 +	Blockchain API		Support Chat
			Service Terms
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Click on the Support Chat to launch the online chat with ChainUp Customer Service Officer:

Need help? Our support is ju	Ist a click away
Support Center Start a Conversa	tion T
	ChainUp Customer Support : Online ChainUp          10:49 AM         ChainUp         Welcome to ChainUp Customer         Support. Please provide the following         details before we connect you to the         next available CSO.         Name         1         1 of 2
	U Type a message



### 6. Customer Service Support Tiers

ChainUp offers three (3) tiers of customer service support, available exclusively to customers with an active Subscription under the applicable Service Agreement.

Support Tier	Standard	Premium	Platinum
Service Offering	Available to Customers during the active Subscription period as stipulated and agreed under the relevant Service Agreement.	Available as a Value-Added Service (VAS) to Customers during the active Subscription period as stipulated and agreed under the relevant Service Agreement.	Available as a Value-Added Service (VAS) to Customers during the active Subscription period as stipulated and agreed under the relevant Service Agreement.
Support Hours	ChainUp Standard Hours are 8am to 8pm, GMT+8 time- zone. Working Days (Monday – Fridays, excluding public holidays and declared non-working days by the Country's Government where ChainUp office operates from)	24/7 supports whole calendar year, across all time-zones	24/7 supports whole calendar year, across all time-zones
Treatment	Standard Product Support	Priority Support	Priority Support
Issue Handling	Access to 24/7 support for priority (P1 and P2) matters only. (Refer to section 5 severity levels for more information)	Access to 24/7 support	Access to 24/7 support
	Standard enquiries or minor issues can be registered into our ticketing system and worked on by our support and/or technical teams following standard SLA		

Support Channels	Standard	Premium	Platinum
Self-Service Ticketing System		$\mathbf{\nabla}$	$\checkmark$
Online Documentation / Guide		$\mathbf{\nabla}$	$\checkmark$
Online Chat Support (ChainUp Website)		🗹 + Priority Queue	✓ + Priority Queue
Online Chat Support (Selected product offerings)		✓ + Priority Queue	✓ + Priority Queue
Telegram Live Agent Support	Add-on available	$\checkmark$	$\checkmark$
Customer Success Manager	No	Add-on available	$\mathbf{\nabla}$



#### 7. Severity Levels & Response Times

All service requests submitted to ChainUp Customer Support undergo an evaluation process during which a severity level, from 1 to 4, is assigned. Severity levels are determined following the initial contact and preliminary assessment of the reported issue by ChainUp Support personnel.

The following table outlines the severity classifications and the corresponding target initial response times for both Standard Support and Premier Support tiers. This structured framework ensures that incident handling is systematic and prioritized appropriately based on the criticality of each case, in alignment with the service commitments defined in the Service Level Agreement (SLA).

For all support incidents classified as Severity 1 (P1), representing critical issues that significantly impact service availability or cause major business disruption, ChainUp will activate its internal Incident Management Process in parallel with the standard support handling procedures. This process includes real-time incident tracking, escalation to appropriate technical and management teams, and coordinated communication to ensure prompt mitigation and resolution of the issue.

Upon resolution of a P1 incident, ChainUp may provide a Post-Incident Review (PIR) report to impacted Customers. The PIR report will summarize the root cause, timeline of events, corrective actions taken, and preventive measures implemented to minimize the likelihood of recurrence. ChainUp is committed to maintaining transparency and continuous service improvement through this structured incident management and review process.



#### 7.1. Issue Severity Matrix

Severity	Description	Initial	Initial	Initial	Estimated
Level		Response	Response	Response	Time to
		Standard	Premium	Platinum	Resolution
P1 – Critical	Critical Impact Customer's production use of ChainUp Service is stopped or so severely impacted that the customer cannot reasonably continue work. For Severity Level 1 problems, ChainUp will begin work on the problem within one hour of notification and handle as the highest priority until the customer is given a fix or workaround. Customer resources must be made available P1 situations and reasonably cooperate with ChainUp to help resolve the issue.	Within 30 mins, 24/7	Within 15 mins, 24/7	Within 10 mins, 24/7	ASAP ~hourly updates until service resolution
	<ul> <li>Severity Level 1 problems could have the following characteristics:</li> <li>System hangs or crash situations</li> <li>Whole system standard recovery not possible (non-recoverable through service reboot)</li> <li>Critical functionality not available</li> <li>Data loss or data corruption</li> </ul>				
P2 – High	<ul> <li>Significant Impact: Important service features are unavailable with no workaround. Customer's production use is functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.</li> <li>Severity Level 2 problems could have the following characteristics:</li> <li>Product error or failure forcing a restart or recovery</li> <li>Severely degraded performance</li> <li>Functionality unavailable but the system is able to operate in a restricted fashion.</li> </ul>	Within 60 mins, 24/7	Within 30 mins, 24/7	Within 20 mins, 24/7	ASAP 2 hourly updates until service resolution



Severity Level	Description	Initial Response	Initial Response	Initial Response	Estimated Time to
		Standard	Premium	Platinum	Resolution
P3 – Medium	<ul> <li>Minimal Impact: Service features are unavailable but workaround exists. Minor function failure that the customer can easily avoid or circumvent. Customer has minor loss of operational functionality.</li> <li>Severity Level 3 problems could have the following characteristics: <ul> <li>Error message with workaround</li> <li>Minimal performance degradation</li> <li>Incorrect product behaviour with minor impact</li> <li>Occasional, isolated,</li> </ul> </li> </ul>	Within 4 hours, Standard hours	Within 2 hours, 24/7	Within 30 mins, 24/7	Daily updates until service resolution Typically, in 5 business days
P4 – Low	<ul> <li>unreproducible issues</li> <li>Nominal Impact:</li> <li>Minor problem or question that does not affect the software function.</li> <li>Enquiries such as documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.</li> <li>Severity Level 4 problems could have the following characteristics:         <ul> <li>Questions on product functionality or configuration during implementation</li> <li>General requests for advice on product usage</li> <li>Clarification on product documentation or release notes</li> <li>Product enhancement request</li> </ul> </li> </ul>	Within 2 business days	Within 1 business day	Within 1 business day	Subject to issue topic and alignment between parties on resolution time.



#### 7.2. Issue Classification

Category	Description	Initial Severity Level
Service Disruptions	Unplanned outages or disruptions that result in the	P1
	unavailability of services or applications.	
Processing Failures	Failures in processing systems, such as transaction errors, trade delays, or disruptions in trading gateways.	P2
Account Access Issues	End-Customer complaints regarding difficulties in accessing their accounts, including login problems, password resets, or account lockouts.	P2 / P3
Fraudulent Activity	Detection or reports of fraudulent activities, including unauthorized transactions, identity theft, or suspicious account behaviour.	P2
Security Breaches	Unauthorized access, data breaches, or security vulnerabilities that compromise customer data, financial information, or system integrity.	P1
Compliance Violations	Breaches of regulatory or legal compliance requirements, including KYC/AML violations, reporting inaccuracies, or failure to adhere to industry standards.	P2 / P3
Data Loss or Corruption	Unintended deletion, alteration, or corruption of customer data or financial records.	P1
Third-Party Service Failures	Failures or disruptions in services provided by third-party vendors or partners, such as payment processors or data providers.	P2 / P3
Cybersecurity Incidents	Security Incidents that do not necessarily result in breaches but involve threats, vulnerabilities, or unusual activities that require investigation.	Р3
Customer Complaints and Inquiries	End-Customer feedback or complaints regarding any aspect of the fintech service, from usability issues to billing disputes.	P3 / P4
Market Data Outages	Disruptions in the availability of market data, real-time pricing, or trading platforms.	P2 / P3
System Configuration Support and Inquiries	Customer request for support on backend configuration, inquiries on functionalities needed to maintain its own system.	P3 / P4

#### 7.3. Dispute on Issue Severity Level

In the event of a dispute regarding the assigned severity level of a reported issue, ChainUp and the Customer shall engage in a collaborative investigation to determine the root cause. Both parties shall work together in good faith to reach a mutual written agreement on the confirmed severity level within a reasonable timeframe. This cooperative process is intended to promote transparency, expedite the resolution of disputes, and uphold the integrity of service delivery in accordance with the terms outlined in the agreement between ChainUp and the Customer.