

Service Level Agreement

1 Service Level Agreement Overview

- 1.1 This document represents a Service Level Agreement (the “SLA”) between the Customer and TCG Machines Inc. (“TCGM”) or a 3rd party selected by TCGM (the “Service Provider”), for provisioning of parts and service required to support and sustain the PhyzBatch-9000 card sorting machine in good working order.
- 1.2 This SLA forms an extension of the Customer Agreement. The definitions and terms outlined in the Customer Agreement are extended for use herein.
- 1.3 The SLA outlines the parameters of all support services covered as they are mutually understood by the Customer and the Service Provider. The SLA does not supersede current processes and procedures unless explicitly stated herein.
- 1.4 The SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new devices and services into the support portfolio provided by TCGM.

2 Products and Services

- 2.1 TCGM provides for sale, service and support of the PhyzBatch-9000 card sorting machine. Core features of this system include:
 - a) The ability to intake, process, price and sort regularly sized trading cards into user-defined bins
 - b) Digital storage of records of sorted cards, accessible through the internet
 - c) Regular updates of card pricing data

3 Responsibilities of the Customer

- 3.1 The Customer, or their representative(s), will make themselves reasonably available when resolving a service-related incident or request.
- 3.2 Except for reasonable wear and tear of the Equipment from regular use, the Customer is to make every effort to maintain the Equipment in good working order and appearance, as well as to follow the recommended use and maintenance guidelines specified in the User Manual and Knowledge Base.

4 Responsibilities of the Service Provider

- 4.1 The Service Provider guarantees the Proper Function and Operation of the Equipment during the Limited Guarantee period.
- 4.2 The Service Provider guarantees the availability of parts, either through purchase or Limited Guarantee coverage as applicable, and service for five (5) years from the date of delivery of the purchase or rent-to-own agreement of the Equipment.

4.3 Availability of Support

- a) In each region, the local Service Provider will make themselves available to the Customer via either phone or email as follows:
 - i. **North America** – Monday to Friday, 9:00 AM to 5:00 PM MT
 - ii. **United Kingdom** – Monday to Friday, 9:00 AM to 5:00 PM BT
 - iii. **Other** – Monday to Friday, 9:00 AM to 5:00 PM MT
- b) Support services will be provided in the above periods, per region, except when the Service Provider facilities are closed due to regional holidays, administrative closings or inclement weather.
- c) All Support requests will be responded to by the Service Provider within two (2) Business Days, when not delayed by clause 4.3.b.

5 Problem Management

- 5.1 If a failure of the Equipment occurs while the Equipment is covered under the terms of the Limited Guarantee, or a failure of the Software occurs while under the Customer’s active Software License, the Customer must provide notice to the Service Provider.
- 5.2 Upon receipt of notice from the Customer, the Service Provider shall investigate the failure and determine, acting reasonably, whether the failure constitutes a significant Downtime event.

- 5.3 The Service Provider shall make all reasonable efforts to restore the Proper Function and Operation of the Equipment, including email, phone and video communication with the Customer, and replacement parts, as necessary.
- 5.4 In the event of a recognized Downtime event, The Customer shall be credited for each full day the Downtime is experienced until such time as the Proper Function and Operation of the Equipment is restored.
- a) The Service Provider may, acting reasonably, stop the accumulation of credited days if the Customer does not provide reasonable availability to accommodate support from the Service Provider.

6 Exceptions and Limitations

- 6.1 This SLA and any applicable remedies on Downtime do not apply to any performance or availability issues:
- a) Which are due to factors outside our reasonable control (examples are natural disasters, wars, government action, network failure outside of our direct control including at the Customer's location or between our servers and the Customer's location, and third-party providers);
- b) That result from the use of services, hardware or software not provided by us, including but not limited to, issues resulting from inadequate bandwidth or networking configurations;
- c) Occur during or with respect to preview or beta versions of the Equipment and/or its software components;
- d) The results of faulty input or instruction;
- e) That result from performance degradation of the Proper Function and Operation of the Equipment without actual service unavailability;
- f) During Scheduled Downtime.

7 Definitions

- 7.1 **Downtime** – a period in which the Customer is unable to achieve Proper Function and Operation of the Equipment
- 7.2 **User Manual** – a document containing information on the setup, operation, specifications and maintenance of the PhysBatch-9000 (<https://support.tcgmachines.com/knowledge/user-manual>).
- 7.3 **Knowledge Base** – an online database of articles and guides detailing common issues and their resolutions for the PhysBatch-9000 (<https://support.tcgmachines.com/knowledge>).
- 7.4 **Scheduled Downtime** – periods of Downtime related to hardware, network or software maintenance or upgrades. We will publish notice or notify you at least one (1) Business Day prior to the commencement of such Downtime.