<div align="center">**SUPPORT AND SERVICE COMMITMENT**</div>

1. Alchemy API Service Commitment

Alchemy will use commercially reasonable efforts to make the Alchemy API available, with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle (the "**Service Commitment**").

2. Definitions

"**Alchemy API**" means the specific API used by Customer in each case (e.g. NFT API).

"**Maintenance**" means scheduled Unavailability of Alchemy API, as announced by us prior to Alchemy API becoming Unavailable.

"**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of minutes during the month in which the Alchemy API was Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"**Service Credit**" means a credit denominated in US dollars, calculated as set forth below, that we will credit back to an eligible account.

"**Unavailable**" and "**Unavailability**" mean your service is unable to reach the Alchemy API, because of Alchemy's fault.

"**Business Hours**" means Monday through Friday, 9:00am to 6:00pm Pacific Time.

"**Incident**" means Customer contacts Alchemy support to report a material degradation of the agreed Subscription Services.

"**Incident Response Time**" means: the time between: i. the moment the Incident is reported by Customer to Alchemy together with all reasonably required information to be able to investigate and address the incident; and ii. the moment Alchemy has provided its initial feedback on the Incident and has started the resolution process of the Incident (automated confirmation of email receipt is not considered initial feedback).

3. Incident Management

3.1 Technical support service windows.

Emergency Support (P1 Incidents): 24 hours per day

Regular support: during Business Hours

3.2 Contact details for support.

Technical support	
By phone	**408-621-7236**
By email	**support@alchemy.com**
By Slack (real-time chat)	**Provided on the Effective Date of the Order Form**
Emergency email	**support@alchemy.com**

3.3 Definitions of Priorities:

P1 Incident (business critical): Complete loss of service or a significant feature completely unavailable for a production application, where no workaround is available.

P2 Incident (degraded service): Includes intermittent issues and reduced quality of service for a production application, where a workaround may be available.

P3 Incident (general issue): Includes product questions, feature requests and staging or development issues.

3.4 Incident Response Times.

Incident Priority Level	Incident Response Time
P1 Incident	≤ 1 business hour, ≤ 3 hours (24/7)
P2 Incident	≤ 6 business hours
P3 Incident	≤ 8 business hours

3.5 Escalation Procedure.

If Customer believes that an Incident needs to be escalated within Alchemy's organization due to a lack of progress of its resolution, the following escalation path should be started, during Business Hours. The escalation sequence is shown below, where level 1 is the first level of escalation to be used in the event that Customer decides to escalate an Incident:

Escalation Level	Escalate to:
Level 1	Rishub Kumar, Head of Engineering Support, rishub@alchemy.com
Level 2	Mike Garland, Head of Product, mike@alchemy.com
Level 3	Nikil Viswanathan, CEO, nikil@alchemy.com

4. Service Commitments and Service Credits

Subject to the SLA Exclusions set forth below, if we do not meet the Service Commitment for any two consecutive months, you will be eligible to receive a Service Credit.

Service Credits are calculated as a percentage of the total charges for the Alchemy API for the monthly billing cycle in which the Unavailability occurred, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.9% but equal to or greater than 99.0%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected Alchemy API

- For Monthly Uptime Percentage less than 99.0%, you will be eligible for a Service Credit of 20% of the charges attributable to the affected Alchemy API

We will apply Service Credits only against future payments for the Subscription Services otherwise due from you. Service Credits will not entitle you to any refund or other payment from Alchemy. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). The maximum total amount of service credits recoverable in one contract year shall be 5% of the total contract value. Service Credits may not be transferred or applied to any other account.

5. Sole Remedy

Unless otherwise provided in the Terms of Service, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Subscription Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

6. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing support@alchemy.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;

- the dates and times of each Unavailability incident that you are claiming;

- the account handle(s); and

- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such a request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

7. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

1. Of any test, testnet, staging, or other non-production environment or use of Alchemy APIs.

2. That results from a suspension or equitable relief, as described in the Terms;

3. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or outages that affect the relevant blockchain protocol, roll-up, underlying network itself or other API providers;

4. That results from any actions or inactions of you or any third party;

5. That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);

6. That results from failures not attributable to Alchemy; or

7. That results from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.