

Service Level Agreement

This Service Level Agreement (“**SLA**”) between Onapsis, Inc. (“**Onapsis**”) and Customer is subject to the applicable license or subscription agreement between Onapsis and Customer under which the Customer licenses Onapsis’ Offerings, or if the parties have not executed such separate agreement, the Master License and Services Agreement, a copy of which can be found at <https://www.onapsis.com/legal> (the “**Agreement**”). All defined terms used in this SLA and not defined herein shall have the meaning assigned to them in the Agreement. This SLA governs Onapsis performance and delivery of the Cloud Services to Customer.

For the purposes of this SLA:

“**Production Uptime**” Production Uptime represents the amount of time in a given month that Customer has the ability to log in or access the Cloud Services user interface (or authenticate to APIs) and perform associated scanning related activity. Production Uptime is measured by Onapsis in a given month by the following calculation:

Production Uptime = (Potential Uptime – Cloud Services Interruption Time) / (Potential Uptime – Exclusions).

“**Potential Uptime**” means the amount of time in a given month;

“**Cloud Services Interruption Time**” is the period of time for which the Cloud Services (or any material portion thereof) are unavailable due to issues caused by or attributable to Onapsis or its agents;

“**Regular Maintenance**” is the period of time under which the Cloud Services may be unavailable for recurring maintenance work. Onapsis attempts to schedule this time when usage of the Cloud Services is light across Onapsis’s customer base and therefore, Onapsis shall only conduct Regular Maintenance daily between the hours of 22:00 p.m. to 2:00 a.m. (EST). Regular Maintenance is required in order to update Onapsis’s plug-in databases as well as to maintain system health requirements. Onapsis shall use commercially reasonable efforts to minimize any Regular Maintenance windows to the minimum time necessary to support performance of the Cloud Services. Often times, Customer will not experience any Cloud Services Interruption Time during periods of Regular Maintenance;

“**Scheduled Maintenance**” is the period of time under which the Cloud Services may be unavailable for non-recurring maintenance. Scheduled Maintenance is required in order to provide updates to the Cloud Services as well as to maintain system health requirements. Onapsis shall use commercially reasonable efforts to provide Customer at least twenty-four (24) hours advance notice for Scheduled Maintenance. Onapsis shall use commercially reasonable efforts to minimize any Scheduled Maintenance windows to the minimum time necessary to support performance of the Cloud Services. Often times, Customer will not experience any Cloud Services Interruption Time during periods of Emergency Maintenance;

“**Emergency Maintenance**” describes maintenance for certain emergency situations, where advance notice may be not be feasible, possible or practical. Onapsis shall use commercially reasonable efforts to minimize any Emergency Maintenance windows to the minimum time necessary to support performance of the Cloud Services. Periods of Emergency Maintenance shall be included in Cloud Services Interruption Time.

Exclusions. “Exclusions” shall mean any time for which the Cloud Services are unavailable to do any of the following:

- (i) Customer’s failure to follow configuration requirements, or abusive behavior, or faulty input;
- (ii) Customer’s breach of, or failure to perform any obligations under this SLA or the Agreement;
- (iii) issues relating to Customer’s environment, internal networks, computer systems, firewalls or Customer’s inability to connect to the internet;
- (iv) force majeure events;
- (v) issues arising from failures, acts or omissions Onapsis’s upstream service providers (i.e. AWS)

(iv) Regular and Scheduled Maintenance.

Service Levels Commitment. Onapsis shall use commercially reasonable efforts to provide a 99% Production Uptime with respect to the Cloud Services during each calendar month of the Subscription License Term.

Service Level Credits. If Onapsis fails to perform the Cloud Services in accordance with the Service Level Commitment, then Customer may request a Service Level Credit in accordance with this SLA. Service Level Credits shall be Customer's sole and exclusive remedy for unavailability or performance degradation of the specific Cloud Services.

Calculation. The "Factor" for calculation of the Service Level Credit is set forth below and correlates to the relative unavailability of the Cloud Service in a given month.

- Production Uptime between 98.95% and 99% = 0
- Production Uptime between 94.01% and 98.95% = .1
- Production Uptime between 89.02% and 94.01% = .15
- Production Uptime below 89.02% = .2

Service Level Credit (in \$) = Factor multiplied by the monthly fee for applicable Cloud Service.

Example: Production Uptime in a given month is 95%. The monthly fee for the Cloud Services is \$100 (Annual Fees for the Cloud Services is \$1,200). Service Level Credit (in \$) = (0.1) x \$100 = \$10.

Claim Submission. In order to receive a credit, Customer must electronically submit a claim for the credit to gloudcreditrequest@onapsis.com within seven (7) business days of the date on which the SLA was not met. The claim must contain the following information:

- "SLA Credit Request" in the email subject line
- Customer's name
- Customer's contact name
- Customer's contact phone number
- Description of the SLA not met and the date of such failure

Claim Review and Determination. Onapsis will make all credit determinations in its reasonable discretion and will notify the designated contact(s) in writing (which may be in the form of an email) of its decision. If Customer is past due or in default with respect to any payment or any material contractual obligations to Onapsis, Customer is not eligible for any Service Level Credit. If any request is rejected, the notification from Onapsis will contain the reasons for such rejection.

Maximum Credits. In the event that Customer is entitled to multiple Service Level Credits arising on the same day, such Service Level Credits shall not be cumulative, and Customer shall be entitled to receive only Service Level Credit equal to no more than the pro-rated service charges for that day. Under no circumstances shall Onapsis be required to issue Service Level Credits to Customer in any one (1) calendar month totaling more than fifteen (15) days of Cloud Service fees.