

Perimeter 81 Service Level Agreement

1. General

This Service Level Agreement ("SLA") forms an integral part of, and is hereby incorporated by reference into, as applicable, the then-current Perimeter 81 Terms of Service or other contract in place between the customer ("Customer") and Perimeter 81 for subscription to the Service (the "Agreement"). Any capitalized terms not defined here in, shall have the meanings given to them in the abovementioned Terms of Service. To the extent of any conflict or inconsistency between this SLA and the Agreement, the former shall prevail.

Perimeter 81 reserves the right to modify this SLA at any time and for any reason. The updated SLA version will become effective 3 days after publication thereof on Perimeter 81's website (unless the updated SLA specifies a later effective date).

2. Definitions

"Annual Uptime Percentage" means a percentage of the availability of the Service during a Measured Period, calculated by dividing the number of minutes (at least 10 consecutive minutes each or longer) in which the Service is Unavailable, by the total number of minutes in the Measured Period. Measurement of Annual Uptime Percentage excludes Unavailability resulting directly or indirectly from any Unavailability Exclusions.

"Uptime Commitment" means an Annual Uptime Percentage of at least 99.9%.

"Measured Period" means the total number of minutes in a calendar year.

"Unavailable/Unavailability" refers to a period of time during which the vast majority of Customer's Users cannot login or access the Service platform or connect to internal resources due to the unavailability of the Perimeter 81 services, for a consecutive period of ten minutes or more.

"Unavailability Exclusions" means any cases of Unavailability resulting from any of the following: (a) Scheduled Unavailability; (b) factors outside of Perimeter 81's reasonable control, including without limitation any events of Force Majeure or limitation or slowdown of internet access; (c) Customer's (or third party) equipment, software, or other technology; (d) Customer's and its users acts or omissions (including without limitation copyright infringements and/or malicious/illegal activity); (e) Anything outside of the direct control of Perimeter 81 and/or (f) Perimeter 81's suspension or termination of Customer's right to access the Service in accordance with the Agreement.

"Scheduled Unavailability" means any Unavailability (a) of which Customer is notified through our management platform at least forty-eight (48) hours in advance; and/or (b) during a standard maintenance window, as published in the management platform by Perimeter 81 from time to time.

3. Uptime and Service Credits

Perimeter 81 will use commercially reasonable efforts to make the Service available to Customer at the Uptime Commitment.

In the event that Perimeter 81 does not meet the Uptime Commitment, then, as Perimeter 81's sole and exclusive liability, and Customer's sole and exclusive remedy, Customer shall only be entitled to receive the service credits in accordance with the table below ("Service Credits"). The provision of the Service Credits under this Section 2 shall be subject to the following failing which, will forfeit Customer's right to receive the Service Credit):

- (A) There must be a written support request documenting the event created within 12 hours of the Service Event, and
- (B) Customer notifying Perimeter 81 in writing within thirty (30) days of Customer becoming eligible to receive the Service Credit, and
- (C) Customer's compliance with the Agreement (including, without limitation, any payment obligations).

Service Credits shall be issued in the form of days added to the end of the Service subscription term. Accordingly, and for the avoidance of doubt, Service Credits may not be exchanged for, or converted to, monetary amounts.

Monthly Uptime Percentage	Days Credited
< 99.9% - ≤ 99.0%	5
< 99.0% - ≤ 95.0%	10
< 95.0%	20

For the avoidance of doubt, in no event shall the total amount of Service Credits provided to Customer in respect of a single calendar year exceed twenty (30) days of Service (or the value of 30 days of Service in the form of a monetary credit to a monthly-billing Customer account).

4. Technical Support

Subject to Customer being current on all payment obligations under the Agreement, during Business Hours (set forth below), Perimeter 81 (or its subcontractor's) helpdesk personnel shall receive Customer email and chat support requests in connection with Errors (each, a "**Support Request**"). "**Error**" means any verifiable and reproducible failure of the Service to perform the material functions described in the Service documentation. Once Perimeter 81 has determined that the Support Request is covered by a valid support contract, Perimeter 81 will use commercially reasonable efforts to:

- (a) Respond to such Support Request based on the Severity Levels (as determined by Perimeter 81) set out in the table below; and

(b) Provide a Problem Resolution or provide a workaround for the Error in a reasonable time.

“Problem Resolution” means the use of commercially reasonable efforts to resolve the reported Error. These efforts may include (but are not limited to): configuration changes, patches that fix an issue, and redeploying the Service.

Business Hours	
Office hours	
Support Request Submission	
Chat	Management Platform
Email	support@perimeter81.com

In order to be addressed by Perimeter 81, Errors must be verifiable and reproducible. Furthermore, in order for Perimeter 81 to address a Support Request, Customer must provide Perimeter 81 with all cooperation, information, documentation, assistance and access as Perimeter 81 might reasonably require, including, without limitation:

- (a)** Logs from the affected component;
- (b)** Setup information;
- (c)** Application knowledge;
- (d)** listing of any output;
- (e)** Detailed steps required to enable Perimeter 81 to replicate the Error;
- (f)** Exact wording of Error messages; and
- (g)** Any other data that Perimeter 81 may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

Each Error for which a Support Request is received by Perimeter 81, shall be classified by Perimeter 81 and assigned a level of severity (“Severity Level”), in accordance with the following criteria:

Severity Level	Criteria	Response Time (measured after Company receipt of Support Request)	Begin working on Problem Resolution (measured after Company receipt of Support Request)
Severity 1 Critical	a) Software Product, Services and/or component thereof are completely inaccessible or the majority of its functionality is unusable and has critical impact to the customer's entire business operations if not restored quickly within 30 consecutive minutes). b) A Workaround is not immediately available	20 Minutes	2 Hours(*)

Severity 2 Major	a) One (1) or more key features/components of the Software Product and/or the Services are unusable for a significant number of users; or b) Unable to perform basic Software Product actions and/or Service functions or c) There is a significant degradation in such basic functions or features.	1 Business Hour	4 Business Hours
Severity 3 Minor	a) A Software Product and/or Service features/components are not operating in accordance with the Documentation which does not fall into an Error; or b) Enhancements or defects in the Software Product and/or Services that are targeted for updates, but do not result in the significant loss or degradation in functionality in a major Software Product and/or Service features/components; or c) Functionality is noticeably impaired or degraded but the customer's use of the Software Product and/or Services can continue; or d) Workaround is available	2 Business Hours	12 Business Hours
Severity 4 Low	a) All enhancements and new functionality requests; or b) The customer requires information or assistance on capabilities, installations and/or configurations of the Software Product and/or Services and/or Privacy and Compliance requests.	1 Business Day	48 Business Hours or Next Platform version (the later of)

* Provided that Critical Error is reported by both chat and email.

(h) Exclusions

The technical support described above shall exclude Errors resulting from:

- (a)** Any modifications of the Service that have not been expressly approved by Perimeter 81 in advance and in writing;
- (b)** Customer's failure to implement in a reasonably timely manner any update, upgrade, or Problem Resolution made available by Perimeter 81 (or its representative);
- (c)** Customer's written instructions to Perimeter 81, or installation or setup adjustments made solely by Customer;
- (d)** Customer's use of the Service in violation of the Agreement or of any applicable laws (including without limitation of copyright infringement and/or malicious/illegal activities);
- (e)** Any fault in any Customer (or thirdparty) equipment, programs, or other goods or services used in conjunction with the Service; and/or
- (f)** Customer's negligence or willful misconduct.

(i) Customer Responsibilities

Furthermore:

- (a)** Customer agrees to receive from Perimeter 81 communications via e-mail, telephone, and other reasonable formats;
- (b)** Customer's users and/or technical support contact shall cooperate with the relevant technical personnel at all times during the provision of technical support;
- (c)** Customer shall report to Perimeter 81 all material problems with the Service and shall implement any reasonable corrective procedures provided by Perimeter 81 reasonably promptly after receipt; and
- (d)** Customer will make available to the relevant support personnel a remote access solution ("Remote Access") allowing such personnel to remotely connect to the Service and Customer systems upon Customer's approval..

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Last updated: March 2, 2022