

SOFTWARE MAINTENANCE SERVICE LEVEL OBJECTIVES

These Service Level Objectives (“SLO”) set forth additional performance terms and conditions in support of Software product(s) licensed by you (“Licensee”) under the Agreement with the Security Compass entity set out in the Contracting Document (the “Licensor”). In the event of any apparent conflicts or inconsistencies between the provisions of this SLO and the Agreement, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, then the provisions of this SLO shall prevail over the provisions of the Agreement.

1. Problem Resolution Standards.

1.1 Definitions.

- a) “Severity” shall mean the assessed possible risk or effect of a problem on Licensee’s business operations. All notifications, escalations, and standards for responding to problems are set by Severity.
- b) “Notice” shall mean the first Licensee email received by Licensor outlining a Problem.
- c) “Problem” shall mean any issue, inquiry or request relating to the Software that Licensee notifies Licensor of via e-mail.

1.2 Standards. Problems shall be initially classified, responded to and remedied by Licensor in accordance with Licensor’s standard Severity level classifications, as follows:

Severity Level	Response Time	Resolution Time	Remedies (as applicable)
<p><u>Severity 1:</u> An error or other emergency condition that causes the Software to cease operating, or a critical operational error such that the content/data residing within the Software cannot at all be accessed. For SD Elements, Severity 1 Errors shall only apply to errors within Licensee’s production environment.</p>	Within 2 hours of Notice.	Within 8 hours of Notice.	<p><u>“Workaround Technique”</u>: Licensor will provide Licensee with an alternate method to perform or accomplish the same task, or to access the content, until the issue is resolved in the next appropriate release of the Software.</p>
<p><u>Severity 2:</u> A critical function failure which severely impairs the normal operation of the Software, represents a loss of key functionality, materially affects business operations, or represents a material</p>	Within 4 hours of Notice.	Within 2 business days of Notice.	<p><u>Workaround Technique</u> <u>“Data Correction”</u>: Licensor will take all reasonable measures to correct data or errors in the database to resolve the issue, and where applicable, provide an Update to Licensee.</p>

error in the Software content/data.			<u>“Software Correction”</u> : Licensor will amend the Problem in the next Software release contingent on discovery, correction and qualification before code cutoff date for the current release, otherwise the correction will be scheduled for the next release.
<u>Severity 3:</u> Failure of the Software to perform as documented in the Documentation, online help system, or users’ manuals in a manner that inhibits effective utilization of the Software but does not meet the criteria defined for Severity 2 above; or immaterial errors or discrepancies in the content/data, as applicable.	Within 2 business days of Notice.	Within 7 business days where no Workaround Technique is available. Within 14 business days where a Workaround Technique is available.	<u>Workaround Technique</u> <u>Software Correction</u>
<u>Severity 4:</u> Any non-critical, remedial maintenance with no component failures and content remaining fully accessible.	Within 2 business days of Notice.	Resolution to be applied to a future Software Release.	<u>Software Correction</u>

2. Support Hours.

- 2.1 Email Support. Email support is available during regular business hours as follows: 8:00am –8:00pm ET, Monday – Friday except Ontario statutory holidays. Contact details for support can be found at www.securitycompass.com/contact-support/
- 2.2 Critical Support. For Severity 1 and 2 errors, upon Licensee request, Licensor shall arrange live support via video conference. Live support shall be arranged by Licensor within the Response Times.
3. **SaaS Service Levels**. The following additional terms shall apply where the Software provided under the Agreement is hosted by Licensor on a Software-as-a-Service basis (“SaaS License”).
 - 3.1 Availability Definitions. The following definitions apply for SaaS Software availability:

- a) "Availability" means the time period that the URL by which Licensee accesses the Licensor Software and associated services ("Application URL") are accessible to Licensee and its end users, excluding any Qualifying Outage Minutes defined in Section 3.4(b).
- b) "Qualifying Outage Minutes" means the aggregate of all Outages in a month, minus any Outages in that month resulting from any exclusion described herein. Licensee understands that from time to time the Application URL may be inoperable during Scheduled Downtime. Licensor shall provide reasonable prior notice regarding any "Scheduled Downtime" of the Application URL, which is downtime required for upgrading or maintaining the system.
- c) "Monthly Availability Percentage" means the amount equal to the total number of minutes (multiply the number of calendar days in any given month by the product of 24 times 60) in the applicable month, minus the Qualifying Outage Minutes for that month, then divided by the total number of minutes in that month.
- d) "Outage" means the period (measured in minutes) that the Application URL fails to perform.
- e) "System Down" is defined as any Application URL which is not in any way accessible or otherwise not fully operational such that Licensee or Licensor content residing within such Application URL, as applicable cannot be accessed by end users, or is corrupted or missing.

3.2 Service Availability.

- a) For SD Elements, Licensor shall maintain a Monthly Availability Percentage of 99.5% for the Application URL.
- b) For Training Products, Licensor shall maintain a Monthly Availability Percentage of 98% for the Application URL.

3.3 Service Level Credits. In the event Licensor fails to meet the Monthly Availability Percentage set forth herein, Licensor shall extend Licensee's license term by a duration equal to the duration of Outage, provided that any Outage of less than 24 hours shall be increased to a day of extra usage.

3.4 SaaS Support Exclusions. For a SaaS License, Licensor is not responsible for any Outage to the extent resulting from the following, which would all therefore not be included in the calculation of the Qualifying Outage Minutes:

- a) Periods of Scheduled Downtime.
- b) Outage due to system administration, commands and/or file transfers performed by Licensee representatives outside of published guidelines.
- c) Force Majeure Events as defined in the Agreement.
- d) Other outages due to inability of Licensee to access the internet and/or Licensor website, where inability to access the website is not the result of a failure by Licensor or its website.

3.5 Log retention. For a SaaS License of SD Elements, Licensor shall retain logs for intervals of three (3) months ("Log Retention Period") starting from the License Start Date. At the start of each Log Retention Period, the logs for the previous Log Retention Period shall be deleted.

4. **Termination.**

4.1 Termination for Lack of Performance. Without prejudice to any of its rights or remedies for breach of the Agreement or applicable law, when one or more of the events described in this Section 4.1 occurs, Licensee shall have the right to terminate the applicable Contracting Document under which it was granted a License within thirty (30) days of the events upon ten (10) business days written notice to Licensor. Upon such notice, Licensor shall refund to Licensee any prepaid, but unused fees for the remaining months of the then-current License Term. Licensee may terminate for lack of performance in the event of any of the following:

- a) Licensor's failure to satisfy the Problem Response or Problem Resolution standards for Problems of Severity Level 1 or 2 within the applicable resolution time periods set forth herein on three (3) separate occasions within a twelve (12) month period.
- b) For a SaaS License, Licensor's failure to maintain the Monthly Availability Percentage for any 3 months of a consecutive 12-month period.

5. Notification and Reporting Standards.

- 5.1 Infrastructure Measurement and Reporting. If Licensee in good faith believes that Licensor has failed to meet a Problem Resolution Standard or if there is a dispute about any Problem Resolution Standard (including the measurement thereof), at Licensee's request the Parties will each provide reasonably available information to verify Licensor's reported performance.
- 5.2 External System Data Integration and Communication Protocol Update Notification (if Applicable).
 - a) Licensor will use commercially reasonable efforts to communicate any non-emergency change or Update to Licensee five (5) business days before implementation.
 - b) Any emergency change will be communicated to Licensee at the earliest possible time to minimize any negative impact.
- 5.3 SaaS License Response Communication. For a SaaS License, the additional following reporting standards shall apply:
 - a) System Outage - Licensee's technical contact will be notified as soon as commercially reasonable of an Outage or failure.
 - b) Compromised Data - Licensee's technical contact will be notified within one business day upon determination of a possible security breach or if Licensee's data has possibly been compromised.