



## SERVICE LEVEL AGREEMENT

**Service Level Standards and System Availability.** Blackwire shall use commercially reasonable efforts to maintain and ensure Service availability of not less than ninety-nine percent (99.0%) during each calendar month throughout the Order Term, which availability shall be calculated in accordance with the following formula:

- “**System Availability**” =  $(\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$

For purposes of the foregoing calculation:

- “**Total Monthly Time**” means the total number of minutes in the applicable calendar month, excluding any Scheduled Downtime for planned maintenance activities.
- “**Scheduled Downtime**” shall mean planned system maintenance activities performed by Blackwire on the platform, which Blackwire shall endeavor to conduct between the hours of 9:00 PM and 11:00 PM Eastern Time, and for which Blackwire shall provide Customer with reasonable advance written notice (where possible).
- “**Unscheduled Downtime**” shall exclude any service interruptions or unavailability of the Blackwire platform resulting from Force Majeure Events, Customer actions or omissions, third-party service provider failures, internet or telecommunications infrastructure issues beyond Blackwire’s reasonable control, or other circumstances outside of Blackwire’s direct control.

**Technical Support Services.** Blackwire shall provide technical support services to Customer in accordance with the following terms and specifications:

- **Availability:** Technical support shall be available to Customer via electronic mail directed to [support@blackwirelabs.com](mailto:support@blackwirelabs.com).
- **Response Time Commitment:** During Normal Business Hours (defined as 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding recognized federal holidays), Blackwire shall use commercially reasonable efforts to acknowledge and respond to Customer support requests within thirty (30) minutes of receipt thereof.
- **Escalation Procedures:** Blackwire shall provide priority handling and expedited response for service availability issues, security-related incidents, and other matters deemed critical by Customer or Blackwire.

**Service Level Remedies and Credits.** In the event that Service availability falls below the ninety-nine percent (99.0%) standard during any calendar month Customer may request service level credits against future fees in accordance with the following schedule:

- Service Availability less than 99.0% but greater than or equal to 97.5%: Credit equal to five percent (5%) of the monthly fees for the affected month.
- Service Availability less than 97.5% but greater than or equal to 95.0%: Credit equal to ten percent (10%) of the monthly fees for the affected month.
- Service Availability less than 95.0%: Credit equal to fifteen percent (15%) of the monthly fees for the affected month.

Any request for service level credits must be submitted by Customer in writing within thirty (30) days following the end of the calendar month in which the service availability issue occurred, accompanied by reasonable supporting documentation evidencing the claimed service disruption. Service credits shall be applied against Customer's next invoice following approval of the credit request. The maximum aggregate service credits available to Customer for any single calendar month shall not exceed fifteen percent (15%) of the total monthly fees paid by Customer for such month, and the maximum aggregate service credits for any twelve (12) month period shall not exceed one (1) month's Fees.