



## **Service Level Agreement**

### **Addendum 1 – Product Description**

DigitSec is a comprehensive Salesforce code security scanning platform that delivers immediate value and a positive business impact. DigitSec is an ideal solution for cybersecurity teams and developers to find security vulnerabilities, recommend corrective action before deployment, and enable faster delivery of secure applications and is SOC 2 Type 2 compliant.



## Service Level Agreement

### Addendum 2 – Uptime Standards, Support

This Service Level Agreement sets forth the contractually agreed conduct of DigitSec and Customer's primary remedies in case of Defects.

1. **Definitions.** All capitalized terms in this Annex shall have the meaning given to them in Section 1 of the Master Agreement for Software as a Service or as follows:
  - 1.1. **Availability** shall have the meaning ascribed to it in section 3.1 below.
  - 1.2. **Resolution Time** means the time until the relevant Defect is resolved so that the Services meet the requirements of this Agreement and can be performed so as to meet or exceed the Service Levels; and the Incident is logged as resolved on the corresponding Incident ticket, and "Resolve" shall be interpreted accordingly;
  - 1.3. **Response Time** shall mean a qualified communication from Supplier to Olympus responding to a Defect report from Olympus as further detailed in section 2.4 below, including details about the estimated Resolution time.
  - 1.4. **Scheduled Maintenance** shall have the meaning given to it in section 3.2 b) below.
  - 1.5. **Service Level** means the minimum required level of performance in terms of Availability and Support Services as agreed in this Schedule.
  - 1.6. **Service Credit** means an amount of money to be deducted from the Fees or paid to Olympus in accordance with this Schedule, calculated in accordance with this Schedule.
  - 1.7. **Workaround** shall mean a temporary modification to or change in operating procedures for the Service that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Service complies with and performs in accordance with the applicable Documentation; (ii) does not require substantial reconfiguration of the Service or any reloading of data; and (iii) does not otherwise impose any requirements that would impede an end user's efficient use of the Service.
2. **Support Services.** DigitSec shall render support services for Customer in accordance with the following provisions. Such support services will be rendered with due care, skill and ability, and in accordance with recognized standards of industry practice.
  - 2.1. **Support Level 2 and 3.** DigitSec shall provide second and third level support by responding to enquiries from Customer's end-user support agents. DigitSec is not obliged to provide first level support to Customer's end-users. Customer may engage subcontractors to conduct such first level support.
  - 2.2. **Support Availability.** DigitSec shall make available support personnel 24 hours daily, seven days per week, throughout the entire year. Customer may contact the support personnel as follows:



- a) Phone: +1 (619) 789-0792
- b) E-Mail: support@digitsec.zendesk.com
- c) Customer care portal: <https://docs.digitsec.com/hc/en-us/requests/new>

**2.3. Defect Severities.** Each Defect reported by Customer is classified in accordance with the following severity definitions:

a) Severity 1. Availability decreases within a period of at least 15 minutes to below 50 % (which means the software is not accessible for 7 minutes and 30 seconds or longer during this period) or the service is completely unavailable for an uninterrupted period of at least 10 minutes and/or an occurrence of a Defect which prevents productive use of the Service and no Workaround is available.

b) Severity 2. Availability decreases in a period of at least 60 minutes to below 75 % and/or occurrence of a Defect as a result of which one or several core features or functionalities of the Service are not available or not usable so that the Service can be used but not at full capacity.

c) Severity 3. Availability decreases in a period of at least 240 minutes to below 90 % and/or occurrence of a Defect that impedes day-to-day operational use and for which a Workaround exists.

**2.4. Workaround.** Where the impact of a Defect can be mitigated by a Workaround so that the impact of the Defect, considering the mitigation effect, falls into a lower Severity class, the Response and Resolution Times of the lower Severity class apply.

**2.5. Response & Resolution.** Within the time limit given for each Severity under Response Time in the chart below, DigitSec shall respond to each Defect report by issuing a traceable report ID and providing individual assistance. An automatic response alone does not fulfil this requirement. Supplier shall subsequently rectify the respective Defect within the time limit given for each Severity under Resolution Time in the chart below.

/	Response Time	Resolution Time
Severity 1	30 Minutes	4 Hours
Severity 2	2 Hours	8 Hours
Severity 3	24 Hours	10 Days

**3. Service Availability.** DigitSec shall make the Service available for at least 99.9 % of the entire time in a given month during an Order Term. For the calculation of the availability, a month shall be deemed to have 720 hours.

**3.1. Availability.** The Service is available when, subject to the agreed Limitations, all of its functions can be accessed through the public Internet using Customer's access



credentials and as long as the Service does not show a Defect of the highest criticality/severity.

**3.2. Excused Unavailability.** Unavailability of the Service does not count against the contractually agreed availability level in the following cases. The Parties may case by case agree on further excused unavailabilities in writing.

a) **Force Majeure.** An unavailability shall be excused if both the primary as well as all redundant components of the Hosting Infrastructure are impacted by Force Majeure Events.

b) **Scheduled Maintenance.** An unavailability shall be excused if Supplier has informed Customer of any planned downtime in the future at least ten business days in advance; whereas such planned downtimes can only be excused as far as a downtime (1) does not last for more than three consecutive hours; (2) is the first planned downtime in the preceding three months; and (3) is being conducted outside of DigitSec's normal operating hours between 8am and 5pm Central Time, except for Saturdays, Sundays and US Federal Holidays.

#### 4. Service Credits.

**4.1. General.** Service Credits shall be a debt due from the DigitSec to Customer. DigitSec shall credit Service Credits against the Fees payable by Customer in the next invoice. If no further Fees fall due after a Service Credit accrues, the Supplier shall issue a credit note to Customer for such outstanding Service Credits and shall pay the Customer an amount equal to the outstanding Service Credits within [30] Business Days. Service Credits are a fair and genuine pre-estimate of the loss that will be suffered by Customer if the Services are not performed in accordance with the Service Levels.

**4.2. Exemption.** DigitSec shall not be liable to pay a Service Credit to the extent that the corresponding Service Failure is caused directly by:

- a) Force Majeure (as in Section 3.2. a) above); or
- b) any failure by Customer to meet any of the Customer Responsibilities set forth in section 4.2 of the Agreement.

**4.3. Calculation.** Service Credits shall be calculated as follows:

Availability / month	Service Credit (% of monthly Fee)
99%-99.9%	3%
97%-98,9%	10%
90%-96.9%	50%
< 90%	100%



**4.4. Reporting.** DigitSec shall provide monthly reports containing the availability levels, the Defect reports, responses and resolutions as well as any other metrics required to monitor the performance under the Agreement. Supplier shall make such reports available without undue delay, latest within the first ten business days after the end of the reporting month. Customer may, by itself or through a third party, conduct permanent measurements, random sample reviews and/or create own reports about the above metrics.



## Service Level Agreement Addendum 3 – Backup Schedule

This Backup Schedule sets forth DigitSec’s obligations and the contractually agreed measures implemented in the Service to protect Customer’s data stored within the Service against accidental and undesired deletion, manipulation and/or corruption.

1. **Backup contents.** Each full backup created by DigitSec shall contain all configurations and data that was previously generated, uploaded and processed in the Service by Customer or on Customer’s behalf. Each incremental backup created by DigitSec shall contain all configurations and data that was generated, uploaded, processed and altered in the Service since the last full backup. DigitSec may alternatively limit the incremental backup to cover the period since the last incremental backup in case Supplier employs a routine to ensure that the last full backup and all subsequent incremental backups are consistent, complete and fully functional.
2. **Backup facility.** All backups shall be stored redundantly, whereas at least one storage site shall be geographically separated from the primary data storage location that is usually accessed for the production environment of the Service.
3. **Cadence & Retention.** DigitSec will create full back-ups on an hourly basis, retaining the data for two days; Supplier will create back-ups on a daily basis, retaining the data for seven days. DigitSec will create back-ups on a weekly basis, retaining the data for four weeks. DigitSec will create back-ups on a monthly basis, retaining the data for twelve months. Furthermore, DigitSec will create ad-hoc back-ups at their discretion and retain that data for three days.
4. **Restoration.** Upon recovery from a Force Majeure Event impacting the data and configuration stored in the Service, DigitSec shall restore the most recent full backup and all subsequent incremental backups up to the most recent incremental backup. Customer may also request, at its sole discretion, any other full backup and/or incremental backup to be restored. Any restoration process is to be treated as the report of a Defect of the highest severity given in *Addendum 2 – Service Level Agreement* and the respective timelines shall apply mutatis mutandis.
5. **Regular Review.** DigitSec shall regularly verify (e.g. by restoring and reviewing random samples) that its employed backup technology and procedures are functional and in compliance with the obligations hereunder.