



UPTIME SLA

This Uptime SLA is applicable to customers of Invicti (including customers purchasing through Invicti's Affiliates, partners, and resellers) that purchase the Cloud Service; it does not apply to Software. Capitalized terms used but not defined in this document shall have the meaning ascribed to them in the Invicti Subscription Services Agreement (presently found at the following URL: <https://www.invicti.com/Legal/ssa>), as may be periodically updated by Invicti.

1. AVAILABILITY GUARANTEE. The Cloud Service will be available for Customer to access via the Invicti provided user interface 99.5% of the time in any calendar month, excluding Excluded Downtime. The Cloud Service is considered available when Customer can access it via the Invicti provided user interface ("**Availability**"). The availability percentage for the Cloud Service in a given month is calculated as follows:

$$100 \left(\frac{\text{Total minutes Availability during the calendar month}}{\text{Total minutes in the month} - \text{Total minutes of Excluded Downtime}} \right) = \text{Monthly Availability Percentage}$$

2. EXCLUDED DOWNTIME. Invicti will use reasonable efforts to provide Customer with advance notice for any scheduled downtime that will exceed two hours (e.g., to perform system maintenance, backup, upgrade functions, and similar upkeep of the Cloud Service) ("**Scheduled Downtime**"). Scheduled Downtime will not exceed eight hours per month and will be scheduled in advance during off-peak hours (based on CDT/CST). The duration of Scheduled Downtime is measured in minutes of elapsed time, beginning when the Cloud Service is first not Available to when the Cloud Service again becomes Available. A third-party monitoring tool is used to track Scheduled Downtime and any other Cloud Service outage. Scheduled Downtime, downtime caused by a force majeure event, and downtime caused by Customer and/or third-party technology are collectively referred to as "**Excluded Downtime**."

3. CREDIT REMEDY. If Invicti fails to meet the Availability guarantee provided in section 1, Customer will be eligible to receive a credit remedy, as further detailed below. All credits are calculated using the monthly pro-rated fee specific to Customer's affected Cloud Service (i.e., 1/12 of the annual fee).

Monthly Availability Percentage	% Of Prorated Monthly Fee Available as Credit
Less than 99.5% but greater than or equal to 99%	5%
Less than 99% but greater than or equal to 98%	10%
Less than 98% but greater than or equal to 95%	25%
Less than 95%	50%

4. CREDIT PROCEDURE. To receive a credit, Customer must initiate a credit request with Invicti support within seven days of the end of the calendar month in which the credit accrued. Following confirmation of eligibility, Invicti will apply the credit to Customer's next annual invoice. Credits are based on Invicti monitoring. Credits must be applied toward the future purchase or renewal of the affected Cloud Service and are not exchangeable, non-transferrable, will not be provided as cash, and are forfeit, null, and void upon expiration and/or termination of Customer's services with Invicti.

5. CUSTOMER'S EXCLUSIVE REMEDY, AND INVICTI'S SOLE LIABILITY, FOR INVICTI'S FAILURE TO MEET THE AVAILABILITY GUARANTEE IDENTIFIED IN SECTION 1 OF THIS UPTIME SLA ARE AS FOLLOWS: (I) INVICTI'S PROVISION OF A CREDIT AS DELINEATED ABOVE; AND (II) CUSTOMER'S



TERMINATION RIGHT AS SET FORTH IN THE SSA, IF APPLICABLE.