

DARK SKY TECHNOLOGY, INC.

TEXAS DIR CONDITIONAL HOSTED SAAS SERVICE LEVEL AGREEMENT

This Texas DIR Conditional Hosted SaaS Service Level Agreement (this “SLA”) is entered into by and between Dark Sky Technology, Inc. (“Dark Sky”) and the customer identified in the applicable Ordering Document (“Customer”) for orders placed under Texas DIR Contract No. DIR-CPO-5687 through Carahsoft Technology Corporation. This SLA supplements the Dark Sky software license agreement, subscription agreement, or other software-use agreement applicable to the Dark Sky products identified in the applicable Ordering Document (the “Software License Agreement”) and states the DIR-facing hosted SaaS service level terms applicable to those orders.

This SLA is effective as of the effective date of the applicable Ordering Document that incorporates it by reference (the “Effective Date”).

1. Purpose; Applicability; Relationship of Documents

1.1 Purpose

This SLA provides the service availability, recovery time objective, recovery point objective, calculation method, and reporting method for a Dark Sky vendor-hosted SaaS deployment under Texas DIR Contract No. DIR-CPO-5687.

1.2 Applicability

This SLA applies only if the applicable Ordering Document under Texas DIR Contract No. DIR-CPO-5687 identifies a Dark Sky product as a vendor-hosted SaaS deployment operated by or for Dark Sky (the “Hosted Service”). This SLA does not apply to software delivered for on-premises deployment, private-cloud deployment under Customer’s control, air-gapped deployment, evaluation use, professional services, training, custom development, or any other non-hosted deployment model or non-SaaS service.

1.3 Relationship to Other Documents

The Hosted Service is governed by:

- a) applicable law and any mandatory DIR contract documents and ordering requirements;
- b) the applicable Ordering Document;
- c) this SLA; and
- d) the Software License Agreement.

If there is a conflict among the foregoing documents, the order of precedence above controls; provided, however, that mandatory DIR terms and applicable law control over any inconsistent term, and the Software License Agreement controls with respect to software license scope, software-use restrictions, and other product-specific licensing terms unless an Ordering Document expressly states otherwise. This SLA governs only the Hosted Service levels stated in this document and does not restate or expand Customer's software license rights.

1.4 Hosted Cloud Compliance

If an applicable Ordering Document covers a Hosted Service that constitutes cloud computing services subject to the Texas Risk and Authorization Management Program ("TX-RAMP"), Dark Sky's provision of that Hosted Service is conditioned on the TX-RAMP status or compliance level required for that Hosted Service under mandatory DIR contract terms and applicable law. For the in-scope Hosted Service, Dark Sky will provide only those compliance artifacts, continuous-monitoring submissions, and notices expressly required by TX-RAMP, mandatory DIR contract terms, and applicable law. This Section 1.4 does not expand Dark Sky's obligations beyond those requirements.

2. Support Hours and Incident Handling

2.1 Support Hours

Unless the applicable Ordering Document expressly states otherwise, Dark Sky will provide support for the Hosted Service during Dark Sky's regular business hours, which are 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding Dark Sky-observed holidays ("Support Hours"). Customer may submit support requests at any time through Dark Sky's designated support channels, but review and handling begin during the next Support Hours window unless the applicable Ordering Document expressly states otherwise. Dark Sky has no twenty-four hour or after-hours response obligation unless the applicable Ordering Document expressly states otherwise.

2.2 Incident Severity

For purposes of this SLA:

- a) "Severity 1" means a production outage or failure of the Hosted Service that materially prevents Customer's use of the Hosted Service in all material respects.
- b) "Severity 2" means a material degradation of core Hosted Service functionality that does not amount to a Severity 1 incident.
- c) "Severity 3" means a minor issue, general support question, or routine request.

2.3 Incident Handling

Customer may submit support requests through the support channels designated by Dark Sky in the applicable Ordering Document. During Support Hours, Dark Sky will use

commercially reasonable efforts to review submitted support requests, classify incidents reasonably, communicate with Customer regarding material Severity 1 and Severity 2 issues, and work in good faith toward restoration or resolution. This SLA establishes service objectives only and does not provide service credits, liquidated damages, automatic termination rights, or any managed services, continuous security monitoring, or security operations center obligations.

3. Service Availability

3.1 Availability Objective

Dark Sky will use commercially reasonable efforts to make the Hosted Service available at least 99.5% of the time during each calendar month, excluding Excluded Downtime (the “Availability Objective”).

3.2 Availability Calculation

For purposes of calculating monthly availability:

Monthly Availability % = ((Total Minutes in the Month - Unavailable Minutes - Excluded Downtime Minutes) / (Total Minutes in the Month - Excluded Downtime Minutes)) x 100

“Unavailable Minutes” means minutes during which the production Hosted Service is unavailable to Customer in all material respects due to a failure of the Hosted Service.

“Excluded Downtime” means downtime or degradation resulting from:

- d) scheduled maintenance for which Dark Sky provides reasonable advance notice when practicable;
- e) emergency maintenance reasonably necessary to protect the Hosted Service or Customer Data;
- f) internet or network failures outside Dark Sky’s reasonable control;
- g) Customer systems, Customer Data, misuse, configuration changes, or acts or omissions of Customer or Customer’s users;
- h) force majeure events; or
- i) suspension or limitation permitted by the applicable agreements or required by law.

4. Recovery Objectives

4.1 Recovery Time Objective

For a Severity 1 incident that renders the production Hosted Service materially unavailable, Dark Sky will use commercially reasonable efforts to restore the Hosted Service within one (1) business day after Dark Sky confirms the Severity 1 incident (the “RTO Objective”).

4.2 Recovery Point Objective

For a Severity 1 incident involving a recoverable production data loss event within the Hosted Service, Dark Sky will use commercially reasonable efforts to restore production Customer Data to a recovery point not older than twenty-four (24) hours before the applicable incident (the “RPO Objective”).

5. Reporting

Availability under this SLA is measured monthly using the formula stated in Section 3.2. Upon Customer’s written request not more than once per calendar month, Dark Sky will provide a reasonable summary of measured monthly availability for the applicable Hosted Service for the prior completed calendar month. For a Severity 1 incident, Dark Sky will also provide a reasonable post-incident summary upon request, describing the general nature of the incident, the restoration status, and whether Dark Sky believes the RTO Objective or RPO Objective was met.

6. Customer Data

As between the parties, Customer retains all right, title, and interest in and to Customer Data. “Customer Data” means data, information, and content submitted by or on behalf of Customer to the Hosted Service. Customer grants Dark Sky a limited, non-exclusive right to access, use, host, copy, transmit, and process Customer Data solely to provide, maintain, support, secure, and enforce the Hosted Service and comply with law. Dark Sky will not use Customer Data for product analytics, model training, de-identified data programs, or any unrelated commercial purpose except with Customer’s separate written consent.

7. Warranty; Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS SLA AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND MANDATORY DIR TERMS, THE HOSTED SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” DARK SKY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DARK SKY DOES NOT WARRANT THAT THE HOSTED SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE EXCEPT AS EXPRESSLY SET FORTH IN THIS SLA.

8. Indemnification

Any indemnification obligations relating to orders under Texas DIR Contract No. DIR-CPO-5687 are governed exclusively by the mandatory DIR contract terms, the applicable Ordering Document, and applicable law. This SLA does not create any additional indemnification obligations.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, ARISING OUT OF OR RELATED TO THIS SLA, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SLA WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE HOSTED SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The exclusions and limitations in this Section do not apply to:

- j) either party's indemnification obligations under Section 8;
- k) Customer's payment obligations for amounts properly due;
- l) a party's fraud, willful misconduct, or gross negligence; or
- m) any liability that cannot be excluded or limited under applicable law or mandatory DIR terms.

10. Sole SLA Remedies

If Dark Sky fails to meet an objective in this SLA, Dark Sky's obligations are limited to using commercially reasonable efforts to restore the Hosted Service, address the underlying issue, and communicate status to Customer during Support Hours. No service credits, fee offsets, penalty payments, or automatic termination rights apply unless expressly stated in the applicable Ordering Document.

11. General

11.1 Term

This SLA begins on the Effective Date and continues for so long as the applicable Ordering Document incorporating this SLA remains in effect, unless earlier terminated in accordance with that Ordering Document or the Software License Agreement.

11.2 Force Majeure

Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control, excluding Customer's obligation to pay amounts properly due.

11.3 Assignment

Neither party may assign this SLA except in connection with a merger, reorganization, or sale of substantially all of its assets, and any other attempted assignment is void; provided that any assignment remains subject to applicable law and mandatory DIR requirements.

11.4 Notices

Formal notices under this SLA must be in writing and sent to the notice addresses stated in the applicable Ordering Document, unless a party designates a different notice address in writing.

11.5 Entire Agreement for Hosted SaaS Service Levels

With respect to the Hosted Service levels stated in this SLA, this SLA and the documents identified in Section 1.3 constitute the parties' entire agreement and supersede prior or contemporaneous discussions on that subject matter.

11.6 Amendments; Waivers

Any amendment to this SLA must be in writing and signed by authorized representatives of both parties, unless a different form is required by applicable DIR procedures. A waiver is effective only if in writing and limited to the specific instance waived.

11.7 Severability

If any provision of this SLA is held unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be construed to the minimum extent necessary to make it enforceable while preserving the parties' intent as closely as possible.

11.8 Counterparts; Electronic Signatures

This SLA may be executed in counterparts, each of which is deemed an original and all of which together form one instrument. Electronic signatures and electronically transmitted copies are deemed effective as originals to the extent permitted by law.

11.9 Survival

Sections that by their nature should survive termination or expiration of this SLA, including Sections 6, 7, 8, 9, 10, and 11, will survive.