

## SERVICE LEVEL AGREEMENT

### 1. AVAILABILITY

1.1. Availability. With respect to each Production Instance, “Available” means that such Production Instance is available to Customer for use. Each Production Instance shall be Available 24 hours a day, 7 days a week, 365 days a year at least ninety-nine point nine percent (99.9%) of the time in any given calendar month. Availability shall be calculated as follows for each calendar month:

(total # of minutes in the month)	-	(total # of minutes of Unexcused Downtime)	x 100 = % Availability
(total # of minutes in the month)			

“Downtime” means any time period during which the Cloud Service is not Available.

Availability shall be expressed to one decimal point with the decimal place rounded up or down to the nearest one-tenth of a percentage point. Availability applies only to Production Instances. Downtime is measured from the time Customer opens a Support Ticket with WinMagic for such Downtime until the time the Availability of the affected Production Instance is restored. A “Support Ticket” means any request for Support Services or notification of Downtime submitted through WinMagic’s support ticketing system.

1.2. Scheduled Maintenance. “Scheduled Maintenance” means planned Downtime, including for server and network maintenance to replace or repair components and Software upgrades (such as, new Software releases, Software patches, bug fixes and upgrades). Unless otherwise notified by WinMagic, regularly Scheduled Maintenance for its Software shall occur every Saturday, during the hours of 6:00am - 9:00am, Eastern Time. WinMagic shall use commercially reasonable efforts to notify Customer in advance of any additional Scheduled Maintenance.

1.3. Excused Downtime. If unscheduled Downtime is due to: (a) a Force Majeure Event affecting WinMagic and WinMagic is in full compliance with its obligations under Sections 6.5 and 6.6 (Backup and Disaster Recovery) of the Data Security Standards Schedule and Section 6.1 (Data Security Standards) of the Agreement; (b) the performance of emergency maintenance; or (c) any of the circumstances described in Section 3 (Exclusions) below, such Downtime shall be considered “Excused Downtime” and any Downtime that is not Excused Downtime shall be considered “Unexcused Downtime”.

### 2. TECHNICAL SUPPORT

2.1. **Scope of Support.** Technical support is provided as part of the Fees for the Cloud Service and includes:

2.1.1. **Self Help:** Self Help Knowledge Base

2.1.2. **Support:** Phone and Support Ticket support;

2.1.3. **Ability to Set Ticket Severities:** Customer may, acting reasonably, choose the Severity Level for each Support Ticket from the four (4) Severity Levels set forth in Section 2.1.4 and Section 2.2.3;

2.1.4. **Service Level Objectives (“SLOs”):** WinMagic shall use commercially reasonable efforts to provide Customer initial responses on all Support Tickets within the SLOs set forth in the tables below. For the avoidance of doubt, the SLOs described below are targets and not a guarantee of performance. Response times commence as of the time that WinMagic receives the Support Ticket from Customer. “Support Service Hours” means Business Days, 9:00am-5:00pm in Customer’s time zone (based on Customer’s address in the relevant Order).

### STANDARD SUPPORT SERVICES

Support Service Matrix - Standard	Included?
Access to Telephone Support 24x7x365 for critical issues with production impact (as per section 3 (a) - Issue Severity Matrix).	No
Access to Telephone Support during Regular Business Hours for your SES server installation) from Monday to Friday, with the exception of your local statutory holidays.	Yes
Call Answer Priority – regular queue	Yes
Call Answer Priority – front of the line during Regular Business Hours	No
Call Answer Priority - Dedicated support representative during Regular Business Hours	No
Support Service Levels	Yes
E-mail support	Yes
Online (electronic Ticketing)	Yes
Online Knowledge Base	Yes
Onsite support (only if all other options are unsuccessful in resolving the issue)	No
Documentation (manuals, release notes, set-up guides)	Yes
Access to File Encryption software licenses at no additional charge, provided subsequent to initial SecureDoc/MagicEndpoint installation, up to quantity of initial purchase	No
Access to CloudVM software licenses at no additional charge, provided subsequent to initial SecureDoc/MagicEndpoint installation, up to ten (10) quantity	No
Software developer access for support issues only (no product enhancement requests,	No

no bug fixes), up to 10 hours per year, unused time cannot be carried forward	
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Issue Severity Matrix – Standard			
Severity Level	Definition	Target Response	Target Implementation
1	Catastrophic problem that severely impacts your ability to conduct business. This may mean widespread impact on your systems and/or application due to loss of critical Software functionality with no procedural workaround in-place.	WinMagic responds directly to you within four (4) Regular Business Hours following receipt of the support request from you.	The objective is to downgrade the problem severity and get your systems back in functional state within two (2) Business Days. Efforts to isolate, diagnose and deliver a workaround or fix to a Severity 1 problem shall be continuous. Daily phone contact and progress updates are also expected. These progress updates should be according to the solution plan provided by WinMagic, if applicable, or not less than once per day until the problem severity is reduced. Once the severity level has been changed to Severity 2 or Severity 3 (defined below), the procedure for that level as described below should be followed.
2	High-impact problem in which your operation is disrupted due to loss of important Software functionality but there is capacity to remain productive and maintain necessary business-leveled operations.	WinMagic's engineering support organization will respond to you within one (1) Business Day following receipt of the support request from you.	The objective is to provide a workaround or solution plan to you within an average of twenty (20) Business Days. Efforts to isolate, diagnose and deliver a workaround or fix to a Severity 2 problem shall be continuous during Regular Business Hours. Regular phone contact and progress updates are also expected. These progress updates should be according to the solution plan provided by WinMagic, if applicable, or not less than twice per week until the problem severity is reduced. Once the severity level has been changed to Severity 3 (defined below), the procedure for that level as described below should be followed.
3	Medium-to-low impact problem involving partial loss of non-critical Software functionality which does not disrupt critical operations. The problem impairs some operations but allows you to be functional with minor change/adjustment.	WinMagic's support organization will respond to you within three (3) Business Days following receipt of the support request from you.	The objective is to provide a workaround or solution plan to you within an average of thirty (30) Business Days. Efforts to isolate, diagnose and deliver a workaround or a fix to a Severity 3 problem shall be continuous during Regular Business Hours.
4	General usage questions, recommendations for future Software enhancements or improvements, documentation enhancement requests. There is no impact on the quality, performance or functionality of application as per design.	WinMagic's support organization will respond in a manner appropriate to the nature of the inquiry.	WinMagic will accept the support request and provide an update to you after initial review with concerned parties/teams internally. Software enhancement requests are submitted to the Software Management team for a decision to introduce changes when deemed appropriate for the Software.

### 3. EXCLUSIONS

Notwithstanding anything to the contrary in this Annex, WinMagic shall have no obligation to provide, and the Support Services expressly exclude, issues arising from: (a) Customer's, its Subsidiaries', or any Authorized User's use of any systems that do not comply with the system requirements in the Documentation; (b) networks, systems, hardware, equipment, or software not provided by WinMagic that are installed on or used in connection with the Customer's systems; (c) Customer's, any of its

Subsidiaries', or any Authorized User's negligence, operator error, or use of the Cloud Service other than in accordance with the Agreement and Documentation; (d) Customer's, any of its Subsidiaries', or any Authorized User's failure to secure login and password information or otherwise safeguard the Cloud Service against unauthorized access through Customer's or its Authorized Users' accounts; (e) Customer's system management or system administration duties, including connectivity issues caused by corporate networking (firewalls, proxies, etc.).