

Service Level Agreement for SaaS

This **Service Level Agreement for SaaS (“SLA”)** is incorporated into the agreement between EXABEAM and CUSTOMER for the delivery of SaaS Functions (“**Agreement**”) and except as otherwise set forth in the Order is subject to the terms set forth therein.

1. DEFINITIONS.

- 1.1 “**Affected Locations**” means those CUSTOMER locations in a region experiencing Downtime exceeding the SLA Metrics, given that SaaS may be provided in a multi-region architecture.
- 1.2 “**Available**” or “**Availability**” means the following for Data Upload and Product Access, as calculated pursuant to Section 4.2 of this SLA:
 - 1.2.1 Data Upload is considered Available when CUSTOMER’s administrators have the ability to upload CUSTOMER Data to the SaaS environment via Site Collector or similar software.
 - 1.2.2 Product Access is considered Available when CUSTOMER’s administrators can perform a search within the SaaS environment.
 - 1.2.3 Both Data Upload and Product Access are subject to the same exclusions as those for Downtime outlined in Section 1.4 of this SLA.
- 1.3 “**Average Daily Ingestion Volume**” is the monthly average of the Daily Ingestion Volume in a calendar month, calculated as the total Daily Ingestion Volume for such calendar month divided by the number of days in such calendar month.
 - 1.4 “**Daily Ingestion Volume**” is the total daily Log Volume measured in gigabytes.
- 1.5 “**Data Upload**” means the technical ability of CUSTOMER’s administrators to upload CUSTOMER Data to the SaaS environment through at least one of the data interfaces available with SaaS.
- 1.6 “**Downtime**” means the time that Product Access or Data Upload is not Available. Downtime excludes time that CUSTOMER is unable to access the SaaS Functions due to any of the following:
 - (a) Maintenance Time, including Emergency Maintenance
 - (b) CUSTOMER’s own internet service provider failure
 - (c) Force Majeure event
 - (d) Any systemic internet failures
 - (e) Any failure in CUSTOMER’s own hardware, software or network connection
 - (f) CUSTOMER’s bandwidth restrictions
 - (g) CUSTOMER’s acts or omissions that violate the Agreement
 - (h) CUSTOMER’s negligence in the web-based application
 - (i) Factors outside the direct control of EXABEAM
 - (j) Features or services designated as Early Access (unless otherwise set forth in the associated Documentation)
 - (k) Features or services excluded from the SLA (in the associated Documentation)
- 1.7 “**Downtime Minutes**” means the total number of minutes of Downtime during a calendar month.
- 1.8 “**Emergency Maintenance**” means EXABEAM or its representatives, in its reasonable discretion, interrupts CUSTOMER’s access to the SaaS Functions in order to ensure the availability, reliability or security level due to unforeseen circumstances.
 - 1.9 “**Log Volume**” is the raw, uncompressed logs sent to the Customer’s SaaS environment in bytes, plus a fixed fifteen percent (15%) for meta data including headers and context enrichment.
- 1.10 “**Maintenance**” means software updates, security updates, bug fixes, and other operations for the purpose of maximizing performance on an as-needed basis.
- 1.11 “**Maintenance Notices**” means reasonable efforts to provide communications from EXABEAM of the date and time that EXABEAM intends to make the SaaS Functions unavailable due to unplanned or extended Maintenance via email or through the Product at least forty-eight (48) hours in advance (or longer if practical).
- 1.12 “**Maintenance Time**” means the number of minutes during which the SaaS Function may not be Available each month so that EXABEAM can perform Maintenance, including Emergency Maintenance.
- 1.13 “**Monthly Fee**” means the Subscription Fees paid by CUSTOMER for the then-current Subscription divided by the total number of months in the then-current Subscription Term.
- 1.14 “**Overage Usage**” means, as applicable, the Ingest Overage Usage, Retention Overage Usage and the EPS Overage Usage (as such terms are defined in Section 6).
- 1.15 “**Product Access**” means the ability of CUSTOMER’s local administrators to access the provided URL and log in to the SaaS environment.
- 1.16 “**SaaS Functions**” means Product Access and Data Upload, as initiated in each CUSTOMER location.
- 1.17 “**SLA Credit(s)**” means an amount measured in accordance with Section 4 of this SLA to reflect the remedy for Availability as compared to the SLA Metric for the applicable SaaS Function.

1.18 “**SLA Metric(s)**” means the following for Data Upload and Product Access, as measured by EXABEAM on a monthly basis:

1.18.1 The SLA Metric for Data Upload is 99.9% Availability.

1.18.2 The SLA Metric for Product Access is 99.5% Availability.

1.19 “**Stabilization Period**” means the ninety (90) day period that follows the provisioning of the applicable SaaS environment.

1.20 “**Total Monthly Minutes**” means the number of days in the month multiplied by 1,440 minutes per day.

1.21 “**Usage Cap**” means, as applicable, the Ingest Cap, Retention Cap and the EPS Usage Cap (as such terms are defined in Section 6).

Unless otherwise defined herein, capitalized terms used in this SLA shall have the same meaning as set forth in the Enterprise Agreement available at <https://www.exabeam.com/enterprise-agreement/>.

2. TERM OF SLA. The SLA obligations and remedies set forth herein shall be effective for the applicable Subscription Term, excluding the Stabilization Period. Notwithstanding, the obligations and remedies set forth in Section 6 of this SLA (Overage Charges) shall not be excluded during the Stabilization Period.

3. CUSTOMER RESPONSIBILITY.

3.1 *MINIMUM REQUIREMENTS.* In order for CUSTOMER to have access to the SaaS environment, CUSTOMER must have internet connection with adequate bandwidth.

3.2 *USE OF SAAS.* The SaaS environment includes an interface that constitutes the web-based application provided to all CUSTOMERs enabled with SaaS so that CUSTOMER can administrate its own SaaS environment. CUSTOMER should use discretion when granting internal administrative privileges to the web-based administration application. EXABEAM is not responsible for Downtime related to CUSTOMER’s negligence in the web-based application and is unable to provide credits for such Downtime. CUSTOMER negligence includes, but is not limited to, misconfiguration resulting in Downtime, and deletion or disablement of data in error.

4. SERVICE LEVELS.

4.1 *MAINTENANCE.* If Exabeam expects Maintenance Time will be required, Exabeam shall make reasonable efforts to provide (i) Maintenance Notice; and (ii) schedule such Maintenance Time outside of standard business hours in CUSTOMER’s region.

4.1.1 If requested by EXABEAM, CUSTOMER’s administrator(s) shall be required to select a routine weekly maintenance window of one (1) hour to allow EXABEAM to perform Maintenance if the default period is not acceptable. The obligations of Section 4.1 above shall not be required for Maintenance Time conducted during CUSTOMER’s selected weekly window, if applicable.

4.1.2 CUSTOMER acknowledges and agrees that Emergency Maintenance is not deemed Downtime.

4.2 *MEASUREMENT.* EXABEAM uses a proprietary system to measure whether the SaaS Functions are Available, and CUSTOMER agrees that this system will be the sole basis for resolution of any dispute that may arise between CUSTOMER and EXABEAM with respect to this SLA.

SaaS Functions Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Total monthly Maintenance Time

D = Total monthly Downtime Minutes

For example, to calculate Data Upload Availability in a calendar month with 31 days and 240 minutes Maintenance Time, the following applies:

Total Monthly Minutes = 31 days x 1,440 minutes/day = 44,640

Total monthly Downtime Minutes = 120 minutes

Availability % = (44,640-240-120)/(44,640-240) x 100% = 99.73%

Credit Percentage of Monthly Fee awarded: 5%

In this same example, with a CUSTOMER that has an annual SaaS Subscription Fee of \$500,000, the total SLA Credit would be calculated as follows:

Total SLA Credit = Monthly Fee x Credit Percentage of Monthly Fee

\$2,083.33 = (\$500,000/12) x 5%

SLA Credits will be awarded to CUSTOMER for a validated claim of Downtime and shall be limited to fees paid for the SaaS Function to which the claim relates (i.e. Product Access or Data Upload).

Data Upload Availability:

Availability	Credit Percentage of Monthly Fee
99% to < 99.9%	5%
97% to < 99%	7.5%
< 97%	10%

Product Access Availability:

Availability	Credit Percentage of Monthly Fee
98% to < 99.5%	5%
95% to < 98%	7.5%
< 95%	10%

5. REMEDY AND PROCEDURE. The SLA Credits set forth herein are CUSTOMER's sole remedy in connection with the SLA Metrics. CUSTOMER may obtain remedy only for Affected Locations.

5.1 PRECONDITIONS. To qualify for SLA Credits, all of the following preconditions must be met by CUSTOMER, absent which CUSTOMER shall not be entitled to any remedy:

- (i) Submit a support ticket documenting the event within 24 hours from the beginning of the service interruption for validation of outage;
- (ii) CUSTOMER's account must be in good standing with all invoices paid and up to date; and
- (iii) Open a second support ticket within five (5) business days to provide the following additional detail in order to submit a claim notice:
 - (a) Subject of the support ticket must be: "Claim Notice - <account-name>" (CUSTOMER's account name as registered with EXABEAM must be listed in place of '<account-name>')
 - (b) List the type of SaaS Function that was affected (i.e. Data Upload or Product Access)
 - (c) List the date the Downtime Minutes occurred
 - (d) List locations affected by Downtime Minutes
 - (e) List an estimate of the amount of Downtime Minutes
 - (f) Ticket number of the documented event

5.2 CONFIRMATION. Exabeam will confirm the information provided in the claim notice within ten (10) business days of receipt of the claim notice. If EXABEAM cannot confirm the Downtime Minutes, then CUSTOMER and EXABEAM agree to refer the matter to each party's executives for resolution.

5.3 SOLE AND EXCLUSIVE REMEDY. The SLA Credits, as calculated herein, are the sole and exclusive remedy to which CUSTOMER may be entitled for EXABEAM's failure to meet the SLA Metric set forth in this SLA.

5.4 APPLICATION OF CREDITS. The SLA Credits earned by CUSTOMER, and confirmed by EXABEAM, hereunder will be reflected in the invoice to CUSTOMER for the subsequent Renewal Subscription Period. SLA Credits may only be applied to accounts that are in good standing with all invoices paid and up to date. If the Agreement has been terminated due to EXABEAM'S material breach, EXABEAM will promptly pay CUSTOMER the amount of the confirmed SLA Credits.

6. OVERAGE CHARGES. For the purposes of the calculations below, "Price" means Exabeam's then-current list price, less the discount provided to CUSTOMER or Exabeam channel partner (as applicable) as was applied to the applicable Order. EXABEAM may, in its sole discretion, charge Overage Charges based on true-ups or monthly billing, as further set forth in this Section 6.

6.1 THE USAGE CAP.

6.1.1 INGEST-BASED. For Orders based on gigabytes ("GB") or terabytes ("TB"), EXABEAM will measure CUSTOMER's Average Daily Ingestion Volume, where one GB equals 1000^{^3} or 1,000,000,000 bytes and one TB equals 1000 GB or 1000^{^4} Bytes or 1,000,000,000,000,000 Bytes. CUSTOMERs will be subject to the Average Daily Ingestion Volume cap(s) (in GB or TB) set forth in an Order ("Ingest Cap"). In the event CUSTOMER exceeds the Volume Cap, the SaaS environment will continue to collect and process uploaded CUSTOMER Data. CUSTOMER hereby elects that, without limiting anything to the

contrary in Section 6.4, EXABEAM will not restrict the uploads. In other words, EXABEAM will not prevent the CUSTOMER from exceeding such Ingest Cap, but such uploads will be considered Overage Usage. This Ingestion-Based section shall apply to ingest-based Products set forth in an Order.

6.1.2 RETENTION-BASED. For Orders based on TB, EXABEAM will measure CUSTOMER's total TB stored in Retention Products. CUSTOMERs will be subject to the total TB retention cap set forth in an Order ("Retention Cap"). In the event CUSTOMER exceeds the Retention Cap, the SaaS environment will continue to collect and process uploaded CUSTOMER Data. CUSTOMER hereby elects that, without limiting anything to the contrary in Section 6.4, EXABEAM will not restrict uploads. In other words, EXABEAM will not prevent the CUSTOMER from exceeding such Retention Cap, but such uploads will be considered Overage Usage. This Retention-Based section shall apply to retention based Products set forth in an Order.

6.1.3 USER-BASED. For Orders based on Users, EXABEAM will measure CUSTOMER's average events per second ("EPS") on a monthly basis. CUSTOMER will be subject to the EPS cap set forth in an Order ("EPS Usage Cap").

6.2 OVERAGES.

Product Type	Overage Calculation	Charge	Example
<p>Retention-Based Monthly Billing</p> <p>Applicable to retention products purchased in terabyte volumes (Retention Products)</p>	<p>Overage usage for retention-based Products shall be the amount that CUSTOMER's total TB volume exceeds the Retention Cap for any Product ("Retention Overage Usage").</p> <p>Customer acknowledges and agrees that Retention Overage Usage may be calculated with a monthly error rate of five percent (5%).</p> <p>Retention overage usage = actual retention - contracted retention</p> <p>Price per month of addition TB: $(1 - \text{year price} / \text{contracted retention volume}) / 12 \text{ months}$</p> <p>Retention Overage Charge = overage usage x Price of an additional TB</p>	<p>If CUSTOMER has Retention Overage Usage, CUSTOMER will be charged the Retention Overage Charge on a monthly basis in arrears for months with overages.</p>	<p>If CUSTOMER has a one-year Subscription with a Retention Cap of 100 TB, and has uploaded 120TB of data to date, the following applies:</p> <p>Retention Overage Usage = 120 TB - 100 TB = 20 TB</p> <p>Monthly Price of additional TB: (1-year price/100 TB)/12 months</p> <p>Retention Overage Charge = 20 TB x monthly Price of additional TB</p> <p>100TB Contract vs 120TB actual = 20TB Overage</p>
<p>Ingest-Based Monthly Billing</p> <p>Applicable to products purchased in gigabyte or terabyte volumes (Ingest-Based Products)</p>	<p>Overage usage for ingest-based Products shall be the amount that CUSTOMER's Average Daily Ingestion Volume exceeds the Ingest Cap for any Product ("Ingest Overage Usage").</p>	<p>If CUSTOMER has Volume Overage Usage, CUSTOMER will be charged the Volume Overage Charge on a monthly basis in arrears for months with overages.</p>	<p>If CUSTOMER has a one-year Subscription with an Ingest Cap of 200 GB per day, and has uploaded a total of 8,060 GB of data in a calendar month with 31 days, the following applies:</p>

	<p>Customer acknowledges and agrees that Ingest Overage Usage may be calculated with a monthly error rate of five percent (5%).</p> <p>Ingest Overage Usage = actual ingest - contracted ingest</p> <p>Price per month of additional GB: (1-year price/contracted ingest)/12 months</p> <p>Ingest Overage Charge = Overage Usage x Price of an additional GB</p>		<p>Average Daily Ingestion Volume = 8,060 GB/31 days = 260 GB/day</p> <p>Ingest Overage Usage = 260 GB/day - 200 GB/day</p> <p>The price per month of an additional GB in such case would be: (1-year price/200 GB purchased)/12 months.</p> <p>Ingest Overage Charge for that month = 60 X the price of an additional GB.</p>
<p>Retention-Based - True Up*</p> <p>Applicable to retention products purchased in terabyte volumes (Retention Products)</p> <p>*In lieu of Retention-Based Monthly Overages, CUSTOMER may decide to increase its contracted volume in accordance with the Retention-Based - True Up Overages calculation set forth herein.</p>	<p>Overage usage for retention-based Products shall be the amount that CUSTOMER's total TB volume exceeds the Retention Cap for any Product ("Retention Overage Usage").</p> <p>Customer acknowledges and agrees that Retention Overage Usage may be calculated with a monthly error rate of five percent (5%).</p>	<p>If CUSTOMER has Retention Overage Usage, CUSTOMER will be charged the Retention Overage Charge. The "Retention Overage Charge" means the Price to purchase additional TB necessary to cover the Retention Overage Usage for the remainder of the then-current Subscription Term and is based on the Product with the higher (or any) Overage (as calculated by the SaaS environment, subject to the error rate set forth herein), rounded up to the highest tier applicable to such usage.</p> <p>*For clarity, for Retention Overages, the term tier shall mean the higher of an additional: (a) ten percent (10%) of CUSTOMER's Retention Cap (rounded up to the nearest whole number TB); or (b) 5TB.</p>	<p>If CUSTOMER has a one-year Subscription with a Retention Cap of 100 TB, and has uploaded a total of 120 TB of data to date, the following applies:</p> <p>Retention Overage Usage = 120 TB - 100 TB = 20 TB</p> <p>If the CUSTOMER that has six (6) months remaining in its then-current 1 year Subscription Term, then:</p> <p>Retention Overage Charge = (Price of at least 20 TB Add-On for 1-year) x .5 (prorated to co-term with the remaining 6 months of the then-current Subscription Term).</p>
<p>Ingest-Based - True Up Overages*</p> <p>Applicable to products purchased in gigabyte or terabyte volumes (Ingest-Based Products)</p> <p>*In lieu of Ingest-Based Monthly Overages, CUSTOMER may decide to increase its contracted</p>	<p>Overage usage for ingest-based Products shall be the amount that CUSTOMER's Average Daily Ingestion Volume exceeds the Ingest Cap for any Product ("Ingest Overage Usage").</p> <p>Customer acknowledges and agrees that Ingest Overage Usage may be calculated with a monthly</p>	<p>If CUSTOMER has Ingest Overage Usage, CUSTOMER will be charged the Ingest Overage Charge. "Ingest Overage Charge" means the Price to purchase additional volume (in GB or TB*, as applicable) necessary to cover the Ingest Overage Usage for the remainder of the then-current Subscription Term and is based on the Product with</p>	<p>If CUSTOMER has a one-year Subscription with a Ingest Cap of 200 GB per day, and has uploaded a total of 8,060 GB of data in a calendar month with 31 days, the following applies:</p> <p>Ingest Overage Usage = 8,060 GB/31 days = 260 GB/day</p> <p>If the CUSTOMER that has six (6) months remaining in its then-</p>

<p>volume in accordance with the Ingest-Based - True Up Overages calculation set forth herein.</p>	<p>error rate of five percent (5%).</p>	<p>the higher (or any) Overage (as calculated by the SaaS environment, subject to the error rate set forth herein), rounded up to the higher tier applicable to such usage.</p> <p>* For clarity, the term tier shall mean the tier necessary to cover CUSTOMER's Ingest Overage.</p>	<p>current 1 year Subscription Term, then:</p> <p>Ingest Overage Charge = (Price of 500 GB tier/day-Price of 200 GB tier/day) x .5 (prorated to co-term to remaining 6 months of then-current Subscription Term)</p>
<p>User-Based True-Up Overages</p> <p>Applicable to products purchased based on users and/or events per second (EPS)</p>	<p>Overage usage for User-based Orders shall be the amount that the CUSTOMER's EPS exceeds the EPS Usage Cap ("EPS Overage Usage"). If the CUSTOMER has EPS Overage Usage in any month, CUSTOMER will incur an EPS Overage Charge. "EPS Overage Charge(s)" means the Price to purchase additional EPS in bundles of 2,500 EPS (each an "EPS Bundle") as necessary to cover the applicable EPS Overage Usage for the remainder of the Subscription Term.</p>	<p>EPS bundles in increments of 2,500 EPS necessary to cover the EPS Overage Usage for the remainder of the then-current Subscription Term.</p>	<p>If CUSTOMER has a one-year Subscription with an EPS Usage Cap of 20,000 EPS, has uploaded on average 31,000 EPS for the month.</p> <p>Overage Usage = 31,000 - 20,000 = 11,000</p> <p>Required EPS Bundles to cover the Overage Usage is $11,000/2,500 = 4.4$ or 5 (2,500) EPS Bundles.</p> <p>If CUSTOMER has six (6) months remaining in its then-current Subscription Term:</p> <p>EPS Overage Charge = (1-year Price of 2,500 EPS x 5 EPS Bundles)/12 x 6 months</p>

6.3 ADJUSTED CAP.

6.3.1 Payment of the true-up Overage Charges will result in an adjustment to increase the Ingest Cap, Retention Cap or Usage Cap for the respective product by the additional TBs, GBs, or EPS, as applicable (the "Adjusted Cap"). Any Overage Usage through the end of the then-current Subscription Term will be determined based on the Adjusted Usage Cap.

6.3.2 CUSTOMER agrees that this calculation will be the sole basis for resolution of any dispute that may arise between CUSTOMER and EXABEAM regarding Overage Charges. EXABEAM measures usage based on calendar months and the UTC time zone.

6.4 INVOICE FOR OVERAGE CHARGE. CUSTOMER acknowledges and agrees that it shall be responsible for any Overage Charges.

6.4.1 INVOICING. CUSTOMER acknowledges and agrees that it shall submit an Order to EXABEAM, or its channel partner, for the EPS Overage Charge, Retention Overage Charge and/or the Ingest Overage Charge (collectively, "Overage Charge"). For clarity, an Order is only required for true-up overages. Notwithstanding the foregoing, EXABEAM shall be entitled to invoice CUSTOMER for the Overage Charge whether or not an Order is submitted to EXABEAM. The Overage Charge will be invoiced in accordance with the Agreement.

6.4.2 NONPAYMENT. In the event CUSTOMER fails to submit such an Order, or pay the applicable invoice, EXABEAM shall have the right to suspend CUSTOMER's access to the SaaS environment. In the event of suspension under this Section 6.4, EXABEAM shall have no obligation to refund any of the Subscription Fee.