

## SlashNext, Inc. - Service Level Agreement ("SLA")

SlashNext will provide Customer with 99.9% availability to the Service ("Availability"). Availability will be calculated on a quarterly basis as follows:  $\text{Availability} = (\text{TMQ} - \text{TMU}) / \text{TMQ}$ .

"TMQ" shall mean Total Minutes in the Quarter = Actual days in given quarter \* 24 \* 60

"TMU" shall mean Total Minutes Unavailable = Actual minutes Service is unavailable to the Customer in the quarter due to a **Priority Level 1** issue, subject to the terms specified in this SLA

If the Availability falls below 99.9% in any given quarter, then, as Customer's sole remedy (and SlashNext's sole liability), SlashNext will provide Customer a credit applicable towards fees payable for any subsequent annual term (the "Downtime Credit"). The Downtime Credit shall be calculated as the applicable percentage outlined below multiplied by the annual subscription fee paid by Customer for the then current annual period divided by four (4):

Availability	Downtime Credit
98.5% – 99.8%	5%
97% - 98.4%	10%
< 97%	20%

In order to receive Downtime Credit, Customer must notify SlashNext in writing, or by email to [support@SlashNext.com](mailto:support@SlashNext.com) within seventy-two (72) hours from the time the Service is unavailable. Failure to provide such notice will forfeit the right to receive Downtime Credit. If Customer elects not to renew the Agreement, such that the above Downtime Credit cannot be applied, Customer will have the option to receive up to one free month of Service as its sole remedy in lieu of such Downtime Credit. **Any unavailability of the Service resulting from outages due to regularly scheduled maintenance of the cloud management platform, Third Party Services, incorrect configuration of SlashNext platform to communicate with Third Party Services, Customer's network availability, ad hoc changes to Customer's network configurations, configuration of Customer's supported browser settings, or other reasons beyond SlashNext's reasonable control will be excluded from TMU.** Only outages pertaining to Priority Level 1 issues will be used to calculate a Customer's TMU for credit purposes.

**Emergency Maintenance.** SlashNext may perform emergency maintenance for which SlashNext will use commercially reasonable efforts to notify Customer at least twenty-four (24) hours in advance. If any such emergency maintenance causes the Service to be unavailable to the Customer, such unavailability will be included in TMU.

Priority Levels. In the event that a Service-affecting issue is detected by SlashNext or reported by Customer, SlashNext shall categorize the Priority Level pursuant to the criteria below, in SlashNext's reasonable discretion.

Priority	Description	Examples
1	A Service failure or severe degradation.  Customer is unable to access the Service. Business critical issues due to downtime.	Cloud Service is down and not accessible by users; Service is slowed to such a degree that multiple users cannot log in, resulting in consistent "page not found errors" or similar. Customer is unable to log into the Service.
2	A partial Service failure or mild degradation.  Customer is able to log into the Service but is unable to access major modules or Customer encounters data accuracy issues.	Customer can access the Service, but access to Service potentially may be slow, sometimes resulting in "page not found" messages or similar; Customer encounters data accuracy issues; Customer is unable to successfully register a new cloud service with the Service; Customer is unable to access the Dashboard, Monitor, Threats, or Incidents modules.
3	Minor Service impact. Customer is able to access the Service but certain individual features and functions within the Service modules are not available.	Customer is unable to access the App Management or Configuration modules; individual features do not respond as designed; individual features that have functional workarounds; layout / UI issues.
4	Minor Service impact. Customer is able to access almost all Service functions.	Service feature enhancement requests.

Response Times. SlashNext will use commercially reasonable efforts to adhere to the following response times.

#### **Response Time**

Priority Level	First Response	Subsequent updates
1	1 business day	1 business day
2	2 business days	3 business days
3	3 business days	3 business days
4	5 business days	As needed

Subsequent updates response times are dependent upon replies from Customer if additional information from the Customer is required to triage the issue.

Contact and Support:

**Web:** <https://www.SlashNext.com/contact/>

**Phone:** + 1 (800) 930-8643 (Business Hours)

**Email:** [support@SlashNext.com](mailto:support@SlashNext.com)

Customer may contact SlashNext to report any issues by sending email to [support@SlashNext.com](mailto:support@SlashNext.com) or via SlashNext Website 24x7. These will be responded within the SLA.