

SERVICE LEVEL AGREEMENT
(for the SaaS version of the Products only)

1. DEFINITIONS.

- 1.1 **“Available”** means that the main features of the Products can be accessed by authorized Users.
- 1.2 **“Excused Downtime”** means: **(a)** Maintenance Time of up to four (4) hours per month; and **(b)** any time the Products are not Available due to circumstances beyond Kensu’s control, including modifications of the Products by any person other than Kensu or a person acting at Kensu’s direction, a Force Majeure Event, general Internet outages, failure of Customer’s infrastructure or connectivity (including direct connectivity and virtual private network (“VPN”) connectivity to the Products), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.
- 1.3 **“Maintenance Time”** means the time the Products are not Available due to an Update.
- 1.4 **“Availability SLA”** means that the production instances of the Products will be Available at least 99% of the time during a calendar month, excluding Excused Downtime.

2. AVAILABILITY.

If Customer’s production instances of the Products fall below the Availability SLA during a calendar month, Customer’s exclusive remedy for failure of the Products to meet the Availability SLA is to issue a service credit to Customer for the dollar / euro value of the number of minutes the Products was not Available in the month in accordance with the below:

% of the Products Availability per Calendar Month	service credit
< 99%	10%
< 98.0%	15%
< 97.0%	25%

3. REQUESTS.

Customer must request all service credits or extensions in writing to Kensu or Kensu Reseller within 30 days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer’s production instances of the Products were not Available. The total amount of service credits for any month may not exceed the Fee for the affected Products for that month and has no cash value.

SUPPORT POLICY

This support policy governs the Support that Kensu will provide for the Products.

1. SCOPE

The purpose of Support is to resolve defects that cause a nonconformity in the Products. A resolution to a defect may consist of a fix, workaround, or other relief, as Kensu deems reasonable. Support does not include performing the following services:

- implementation services;
- configuration services;
- integration services;
- training; or
- assistance with administrative functions.

Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Products made by any person other than Kensu or a person acting at Kensu's direction, or defects on any instance of the Products not currently supported by Kensu.

2. BUSINESS HOURS

Support is available by e-mail or via a portal ("**Support Portal**") to receive inquiries. All inquiries will be logged and acknowledged by email or in the Support Portal 24 hours a day, 7 days a week.

3. ACCESS CONTACTS

Kensu's Support Portal is located at <https://support.kensu.io/>.

4. INCIDENT PRIORITY

Incident priority for a defect is determined using the guidelines below (as reasonably determined by Kensu).

1. P1 means any defect that causes an instance not to be Available.
2. P2 means any defect that causes a critical function to fail.
3. P3 means any defect that significantly impedes work or progress.
4. P4 means any defect that does not significantly impede work or progress.

5. RESPONSE TIMES AND LEVEL OF EFFORT

Customer may submit an incident with Kensu via the Support Portal. Target Initial Response Times (as defined in the table hereunder) are not affected by the manner of contact. All Support requests are tracked in the Support Portal and can be viewed by Customer's authorized contacts. Kensu will use reasonable efforts to meet the Target Initial Response Times and Target Level Efforts stated in the table below.

Priority	Target Initial Response Times	Target Level Effort
P1	30 minutes	Continuously, 24 hours, 5 days a week
P2	2 hours	Continuously, during normal business hours
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

6. CUSTOMER RESPONSIBILITIES

Customer's obligations with respect to Support are as follows:

- 6.1** Customer will receive from Kensu communications via email, phone, or through the Support Portal regarding the Products.
 - 6.1.1.** Customer will maintain current information for all Customer authorized contacts in the Support Portal;
 - 6.1.2.** Only Customer authorized contacts will contact Support.
 - 6.1.3.** Customer will train all Customer authorized contacts on the use and administration of the Products.
- 6.2** Customer's provision to Kensu of sufficient information and resources to correct the problem, including, without limitation, remote access (to the on-premise installation of the Products only).
- 6.3** Customer will cooperate to enable Kensu to deliver the Products and Support or Kensu may change the incident priority level if Customer is not available to assist Kensu).
- 6.4** Customer's prompt installation of all software maintenance releases, bug fixes and/or work-around supplied by Kensu.
- 6.5** Customer is solely responsible for the use of the Products by its Users.

7. SUPPORT ISSUES NOT ATTRIBUTABLE TO KENSU.

Kensu shall have no obligation to provide Support to the extent any problem with the Products is due to (i) alteration, damage or modification by Customer or Customer's agents to the Products without the consent of Kensu; (ii) the portion of the Products that is deployed at Customer's premises that is not the then-current or previous sequential release; (iii) Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Kensu; (iv) the portion of the Products that are deployed at Customer's premises and installed in an operating environment not specified in the Documentation; (v) any open source agents and/or APIs that have been modified by Customer; (vi) any open source agents and/or APIs that have been modified by Customer; or (vii) a failure that cannot be reproduced at Kensu's facility or via remote access to Customer's facility.