

Service Level Agreement

1. General Availability. Fidelis will use commercially reasonable efforts to have a 99.5% Availability each calendar month for the Fidelis Cloud system, which consists of customer- and Internet-facing components and data, including the Fidelis Cloud – Network Console Interface (GUI) or Endpoint Console Interface (GUI), the Fidelis Cloud – Sensor Terminal Interface, and the Fidelis Cloud – VPN Terminal Interface (in cases where the Fidelis Cloud service VPN is included as a service item and configured) (“Fidelis Platform”), which are provided as part of the Services (the “Uptime Commitment”). The Uptime Commitment will not apply to any on-premises products or services ordered by Subscriber or any Hardware or Agent Software used in connection with any Services. The availability of the Fidelis Platform for a given month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM; Total minutes in month unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM.

2. Limitations.
 - a. The Fidelis Platform will not be deemed unavailable for any downtime or outages that result from any maintenance performed by Fidelis (i) of which Subscriber is notified at least forty-eight (48) hours in advance by telephone, email, fax, mail, and/or through the Fidelis customer management portal; (ii) during Subscriber’s implementation period; (iii) during Fidelis’ then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”); or (iv) as a result of Subscriber’s request outside of the Scheduled Maintenance.
 - b. The Fidelis Platform will not be deemed unavailable due to the degradation of Hardware performance due to rules policies or feeds created outside of the Fidelis Platform, which may consume additional sensor or hardware resources beyond the Fidelis system’s design, thereby potentially reducing the performance of certain Hardware beyond its capability to monitor traffic.
 - c. The Fidelis Platform will not be deemed unavailable due to (i) acts or omissions of Subscriber or its agents, including misuse of the Fidelis Platform, unauthorized access to or modification of the Fidelis Platform, and/or negligent or unlawful acts or omissions; (ii) failures of software, equipment or facilities provided by Subscriber (for example, third party services deployed or integrated with the Fidelis Platform), network unavailability, Internet connectivity issues, or bandwidth limitations outside of the Fidelis Platform, whether or not any of the foregoing results in Fidelis’ inability to monitor the Hardware; (iii) issues arising from bugs or other problems in the software, firmware, or hardware of Fidelis’ suppliers; (iv) factors outside of Fidelis’ reasonable control, including, but not limited to, virus attacks or hackers, failure of third party software (including, without limitation web server software) or inability to obtain supplies or power used in or equipment needed for provision of the Fidelis Platform, acts of God, floods, earthquakes, government actions or inactions, orders or injunctions, war, insurrection or civil strife, sabotage, labor strikes, work stoppages, and acts of terror; or (v) suspension of the Fidelis Platform by Fidelis in accordance with its rights under the terms of the Agreement, e.g., for non-payment, abuses or otherwise.
 - d. The Fidelis Platform will not be deemed unavailable during any periods in which Subscriber does not respond to Fidelis attempts to reach Subscriber.
 - e. While Fidelis monitors the connectivity, failure events, and resource utilization of connected Hardware, Fidelis cannot and does not guarantee any uptime availability for the Hardware or any hardware platform, including Fidelis-provided and Subscriber-provided hardware, appliances and servers. The Fidelis Platform will not be deemed unavailable due to any Hardware failure.

3. Remedy. If the Availability of the Fidelis Platform for a given month is less than the applicable Uptime Commitment, but 99% or higher, Subscriber will receive a 5% service credit against its subsequent payment obligations (“Service Credit”) for the Fidelis Platform for such month. If the Availability of the Fidelis Platform for a given month is 98% or higher but lower than 99%, Subscriber will receive a 10% Service Credit for the Fidelis Platform for such month. If the Availability of the Fidelis Platform for a given month is lower than 98%, Subscriber will receive a 25% Service Credit for the Fidelis Platform for such month. In order to receive the Service Credit, Subscriber must request the Service Credit in writing within thirty (30) days after the end of the month in which the failure to meet the Uptime Commitment occurred. The Service Credit is Subscriber’s sole and exclusive remedy for Fidelis’ failure to meet the Uptime Commitment.

4. Requirements:

- a. Fidelis access to Fidelis Hardware: Fidelis' Uptime Commitment and Subscriber's remedies hereunder are expressly conditioned upon the Fidelis Platform being able to connect with Fidelis Hardware (e.g., sensors) on Subscriber-owned and operated networks.
 - i. Subscriber must allow the Fidelis Hardware to report collect and deliver Event Data and other Customer Data to the Fidelis Platform for ongoing access to and use of the Services.
 - ii. Subscriber expressly grants and authorizes Fidelis remote access (e.g. SSH, or customer hosted screen-sharing services such as Webex or Remote Desktop) to the connected Hardware for maintenance and error support as mutually agreed to by the parties.
- b. Software Updates and Patches: Fidelis' Uptime Commitment and Subscriber's remedies hereunder are expressly conditioned upon the implementation of periodic software updates, as made available by Fidelis. All Hardware must maintain system updates with Fidelis approved software versions. Subscriber expressly agrees to these system updates.
- c. Point of Contact: Fidelis' Uptime Commitment and Subscriber's remedies hereunder are expressly conditioned upon Subscriber providing an accurate list of contacts and an escalation procedure for Fidelis to contact Subscriber in the event of unavailability of the Fidelis Platform.
- d. Misuse Exclusions: The Uptime Commitment does not apply to any defects caused by Subscriber's negligence or alteration or misuse of Hardware nor to defects or failures caused by use in extreme physical or chemical environments. In the event that Fidelis determines that an Uptime Commitment has not been breached, Fidelis reserves the right to continue to bill Subscriber for the Services in accordance with the Agreement.