Products Service Level Agreement

UNMAND

Contents

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1. Introduction

A. This Products Service Level Agreement (SLA) is a policy governing the use of Unmand's Swarm, Exfil, Forms, Apps and Endpoints products. This SLA applies based on the Products included in your monthly subscription and applies separately to each account using the Products. In the event of a conflict between the terms of this SLA and the terms of the Master Service Agreement or other agreement with us governing your use of our Services (the "Agreement"), the terms and conditions of this SLA apply, but only to the extent of such conflict.

B. If Unmand does not achieve and maintain the Service Levels as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. Unmand will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. Unmand will provide at least 90 days' notice for adverse material changes to this SLA.

2. Definitions and Interpretation

2.1 Definitions

In this document, unless the context requires otherwise:

Applicable Monthly Service Fees means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

Downtime means:

- The Swarm, Exfil, Forms, Apps or Endpoints product (as applicable) has no external connectivity.

- No response is returned from the Swarm, Exfil, Forms, Apps or Endpoints API.

Incident means (i) any single event, or (ii) any set of events, that result in Downtime.

Monthly Uptime Percentage means the percentage of time that the Unmand platform must be fully available for use by the Customer in any given calendar month.

Products means the Swarm, Exfil, Forms, Apps or Endpoints product or products included in your monthly subscription.

Services means the access, licensing, hosting and support for the Swarm, Exfil, Forms, Apps or Endpoints subscription.

Service Credit is the percentage of the Applicable Monthly Service Fees credited to you following Unmand's claim approval. If you're eligible to claim for both a Monthly Uptime Percentage service credit and a Turnaround Time service credit, only the credit with the highest value will be issued.

Service Level means the performance metric(s) set forth in this SLA that Unmand agrees to meet in the delivery of the Services.

3. General Service Commitment

Unmand will use commercially reasonable efforts to make the Products available for a Monthly Uptime Percentage of at least 99.9%. In the event any of the Products do not meet the service commitment, you will be eligible to receive a Service Credit as described below.

3.1 Service Status and feature releases

The Service status will be reported on Unmand's status page:

https://status.unmand.com/

Any major feature updates or releases will be communicated via the Unmand Platform, under the Release or software update section.

3.2 Response and resolution times for platform issues

Priority	Description	Response time/Resolution time
Highest	• Complete loss of all Unmand Services	1 business hour/2 business hours
High	• Complete or significant loss of service or access to a significant feature	2 business hours/1 business day
Medium	• Performance impacted significant feature	1.5 business days/3 business days
Lowest/Low	• Platform enquiry	3 business days/7 business days

4. Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for the Products for the monthly billing cycle in which the Unavailability occurred in accordance with the Monthly Uptime Percentage.

4.1 Monthly Uptime Percentage

The Monthly Uptime Percentage for the Products is calculated by subtracting the percentage of minutes of Downtime during the month there was a Downtime from 100%.

For example, if the Swarm service was unavailable for 60 minutes in the month of July, the following Monthly Uptime Percentage calculation would apply:

Availability = 100% - (Number of minutes service unavailable/Number of minutes in month*100)

Availability = 100% - (60/44640*100) = 99.87%

The following Service Levels and Service Credits are applicable to the Products:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
99.9% or >	0%
99% - 99.8%	10%
< 99%	25%

4.2   Turnaround Time Service Credits

Customer can claim a Service if Unmand fails to meet the following Service Levels, subject to the limitations outlined in clause 5.

% OF REQUESTS MET WITHIN GUARANTEED TURNAROUND TIME*	SERVICE CREDIT
90% or >	0%
80% - 89%	5%
60% – 79%	10%
<60%	15%

*Low or lowest priority requests are excluded.

4.3   Claims

For a claim related to the Products, Unmand must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred.

Unmand will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. Unmand will use commercially reasonable efforts to process claims during the subsequent month and within 30 days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If Unmand determine that a Service Credit is owed to you, Unmand will apply the Service Credit to your Applicable Monthly Service Fees.

5.   Limitations

This SLA does not apply to the following performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots or government action);

2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues related to your systems, changed requirements, changes in your systems, downtime from external providers or inadequate bandwidth;

3. Caused by your use of a Service after Unmand advised you to modify your use of the Service, if you did not modify your use as advised;

4. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;

5. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;

6. Planned downtime resulting from out of business hours software releases, updates and feature releases;

7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist); or

8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour.