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## **AlgoSec's SaaS Service Level Agreement**

2022

Capitalized terms not defined herein shall have the meaning escribed thereto in AlgoSec End Use License Agreement ("EULA") [EULA](#).

**Availability.** AlgoSec will provide availability of at least 99.9% during any subscription period. The availability of AlgoSec's Subscription is calculated on an aggregated monthly uptime, excluding Planned Downtime and Other Exclusions (as defined herein)- and is measured by AlgoSec's systems and records, starting by receipt of a notice from Customer through AlgoSec's customer portal.

**Credits.** In the event that AlgoSec does not meet its Availability undertaking, AlgoSec shall credit Customer a credit of 2% SaaS Service Fees paid for the month at which the Availability undertaking was not met, for each day with at least 50 consecutive minutes of Downtime. The aggregate Credits throughout the Subscription Period are capped at 10% of the Subscription Service Fees paid by Customer for the respective Subscription Period.

For the purpose of the Credits calculation, the Subscription Service Fees paid for the month shall be calculated as Subscription Service Fees divided by number of months consisting of the Subscription Period.

**Force Majeure.** Shall mean circumstances beyond AlgoSec's reasonable control, including without limitation, acts of God, and acts of government, flood, pandemic, fire, earthquakes, riots, war, civil unrest, acts of terror, strikes or other labor problems, or telecommunication, internet service provider or hosting failures or delays.

**Other Exclusions.** Shall mean (i) reasons beyond AlgoSec's reasonable control, including but not limited to, the availability of 3rd party services incorporated into or working in conjunction with the SaaS solution, events of Force Majeure and any other factor beyond AlgoSec's reasonable control, (ii) Downtime due to Customer's software or hardware or third party software or hardware used by the Customer its agents or contractors, or both; (iii) abuses or other behaviors that violate the EULA; (iv) Customer's use of the Subscription inconsistent with the Documentation, including but not limited to unauthorized users.

**Planned Downtime.** Shall mean reasonable and scheduled maintenance periods. Planned Downtime may be scheduled to occur at any time, and as required in order to ensure the quality of the Service provided. AlgoSec shall use reasonable commercial efforts to ensure that such Planned Downtime shall the minimal interference to the Services.

AlgoSec shall use commercially reasonable efforts to provide the Customer with at least forty-eight (48) hours prior written notice by manner of notifications published through the Subscription, or through the customer portal of any Planned Downtime.

**Subscription Period.** The subscription period covered by a single PO.

**Subscription Service Fees.** Shall mean the fees paid by Customer to AlgoSec for the use of the Subscription during the Subscription Period. For the avoidance of the doubt, it is hereby clarified that the Subscription Service Fees shall not include any professional services fees and/ or fees paid for the AlgoSec's Solution which is not the software as a service solution.

*The Credits as described above are Customer's sole and exclusive remedy for any failure by AlgoSec to meet above Availability.*

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