

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) is an integral part of the Agreement and sets forth Intenseye’s service level targets associated with the Services as follows. This SLA is only applicable for cases where support is provided to the Customer via remote access to Customer systems.

### **1. Definitions**

Except stated otherwise, all capitalized terms in this SLA have the same meanings as set forth in the Agreement. For purposes of this SLA, the following definitions will apply.

**“Planned Maintenance”** means the window during which weekly scheduled maintenance of the Service may be performed.

**“Emergency Maintenance”** means any time outside of the Planned Maintenance window that Intenseye is required to apply urgent patches or fixes or undertake other urgent maintenance activities.

**“Total Scheduled Availability”** means seven (7) days per week, twenty-four (24) hours per day, excluding Planned Maintenance and Emergency Maintenance.

**“Downtime”** means the time that users of the Services are not able to (a) access the Services, (b) perform ordinary functions to use or receive Services in accordance with specifications, or (c) utilize the Services for normal business operations due to failure malfunction or delay. Downtime does not include any unavailability of the System Services due to Planned Maintenance, Emergency Maintenance, or Unavailability Exceptions.

**“Actual Availability”** means Total Scheduled Availability minus Downtime.

**“System Service Availability”** will be calculated on a per-calendar month basis using the following formula: [(Actual Availability) divided by (Total Scheduled Availability) multiplied by 100%]

**“Unavailability Exceptions”** has the meaning set forth in Article 5.

### **2. Integration**

The Service Software is installed on cloud servers designated by Intenseye and the Customer will access the Service Software remotely. Intenseye will endeavor to provide the Customer with access to the Service Software on the relevant server as soon as possible after the conclusion of this Agreement.

Authorized Users who will use the Service Software shall be determined by the Customer. The Customer agrees that it shall be solely responsible for all transactions that its users will perform through the Service Software.

All matters relating to the use and security of access tools such as usernames and passwords that may be provided by Intenseye to the Customer for the use of the Service Software shall be the sole responsibility of the Customer and the Authorized Users designated by the Customer, and all works and transactions made through the Service Software with these access tools shall be deemed to have been made by the Customer. Intenseye shall not be held liable for any damages that may arise to the Customer and third parties due to the acquisition of these access tools by others.

### **3. System Service Availability Target**

Subject to the terms of this SLA, Intenseye will use commercially reasonable efforts to provide System Service Availability commitment for a given calendar month at 99.5%.

Planned Maintenance consists of four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, and four (4) hours for quarterly maintenance. Weekly maintenance begins at 12 am (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on the last Saturday of each month, and quarterly maintenance begins at 6:00 am (Eastern) on the last Saturday of each quarter. All times are subject to change upon reasonable notice. If Emergency Maintenance is required, Intenseye will contact the Customer and provide the expected start time and the planned duration of the Emergency Maintenance.

The measurement point for System Service Availability is the availability of the Services at the Intenseye data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Support.

#### **4. Customer's Responsibilities**

Customer must: (a) provide remote access to its systems for Intenseye to fulfill its obligations under the SLA, (b) provide a contact in their IT department which will be available for setting up the configuration between Service Software and Customer's internal camera network, (c) set up port forwarding entries, whitelist the Intenseye external IP addresses in accordance with the Service Software documentation provided to the Customer, (d) set up camera configuration in accordance with the Service Software use cases and minimum bandwidth requirements document provided to the Customer, (e) keep the camera firmware up to date, and (e) maintain the minimum required bandwidth available, keep camera network status healthy and accessible to Software Service.

#### **5. Unavailability Exceptions**

The Services will not be considered unavailable for any outage caused by (i) acts or omissions of Customer, its employees, or agents (including Customer's misuse of the Services or failure to adhere to any policies, procedures, or required configurations for the Services), (ii) issues that are related to external applications or third parties (including Third-Party Services), (iii) Customer or other third-party equipment, software, hardware or network infrastructure, (iv) factors outside of Intenseye's reasonable control, including any Force Majeure events, denial-of-service attacks, Customer's internet access, or issues with the underlying server beyond the demarcation point of the Services, and (v) an outdated or unmodified version of the Services, where Intenseye has advised Customer to modify its use of the Services or provided an updated version of the Services.

#### **6. Updates**

Intenseye will update the Services and make available to Customer any and all patches, enhancements, updates, upgrades, and new versions of the Services that Intenseye makes generally commercially available ("Updates") and any such Updates will be deemed part of the Services. If there is downtime to be expected with the Update, the update will be performed during the weekend following any Planned Maintenance. Customers shall provide a named Update contact, to schedule and manage Customer through its Update process.

#### **7. Service Response**

Intenseye will use commercially reasonable efforts to meet the Service Response commitment of (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in ten (10) seconds or more. Service Response is the processing time of the Service Software in the Intenseye data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Intenseye API. The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Intenseye data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month.

## 8. Severity Level Determination

Customer shall reasonably self-diagnose each support issue in accordance with the table set forth below and report to Intenseye an appropriate Severity Level designation. Intenseye shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the Parties shall continue to handle the support issue in accordance with the Intenseye Severity Level designation. In the rare case a conflict requires a management discussion, both Parties shall be available within one hour of the escalation.

Severity Level	Definition	Response Time	Intervention Time
Level 1 - Critical	There is no access to the Services; system-critical defects or errors. No reasonable workaround is available.	1 hour	3 hours following the response
Level 2 - High	Performance of the Services is noticeably impaired but is still accessible and functional to Customer. Impacts some, but not all users. Short-term workaround is available, but not scalable.	3 hours	12 hours following the response
Level 3 - Standard	Routine inquiry regarding the technical issues; information on application capabilities, a bug impacting a limited number of users. A reasonable workaround is available.	12 hours	24 hours following the response

## 9. SLA Credits

If the System Service Availability during any given month falls below 99.5%, Intenseye will provide Customer with a credit, excluding the taxes (the "**SLA Credit**") equal to the percentage of the total monthly Fee (calculated on a pro rata basis if Fees are invoiced other than monthly) applicable to the month in which the Service Level failure occurred corresponding to the System Service Availability Level in the chart below:

System Service Availability Level	SLA Credit
99.5-95.0%	10% of the monthly Service Fee
94.9-90%	20% of the monthly Service Fee
< 90%	50% of the monthly Service Fee

To receive SLA Credits, Customer must submit a written request to [legal@intenseye.com](mailto:legal@intenseye.com) within 30 days after the end of the month in which the Services failed to meet the Services Availability commitments set forth herein, with sufficient evidence (including a description of the incident and duration of the incident) or Customer's right to receive SLA Credits with respect to such unavailability will be waived. If Customer is not current in its payment obligations when an outage occurs, remedies may accrue, but SLA Credits will not be issued until Customer becomes current in its payment obligations.

SLA Credits have no cash value, and SLA Credits awarded in any calendar month will not, under any circumstance, exceed the Fees paid by Customer for the Services for such applicable month. Intenseye's provision of the SLA Credits constitutes Intenseye's sole liability and entire obligation, and Customer's exclusive remedy, for any failure to meet the System Service Availability Level. Customer may not unilaterally offset any Fees for any performance or availability issues of the Services.

## **10. Business Continuity and Disaster Recovery Plan**

Intenseye will maintain an appropriate disaster recovery and business continuity system in place in accordance with good industry practice that, in the event of emergency or failure (including in connection with a force majeure event), is designed to ensure the continued performance of the Services in accordance with this Agreement. The procedures will be provided to Customer upon written request.

## **11. Technical Assistance; Case Submittal and Reporting**

Intenseye will provide the Customer with 24x7x365 technical assistance in accordance with this SLA. The Customer may submit cases to their dedicated support engineer. Customer's Support contacts must be trained on the Intenseye product(s) for which they initiate support requests. Intenseye will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case.