

# Service Level Agreement

Effective: June 12, 2023

This Service Level Agreement (“SLA”) is an addendum to the Reach Enterprise Subscription Agreement (the “Agreement”) and defines the service levels that Reach Security, Inc. (“Reach Security”) will endeavor to provide for the maintenance and support of the Application (“Service”). Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. Reach Security reserves the right to modify the scope of the maintenance and support of the Service; provided, however, Reach Security shall provide Customer written notice. For clarification purposes, this SLA shall only apply to Customers who have purchased the Service directly from, and who have entered into the Agreement directly, with Reach Security.

1. Primary Coverage Hours. Reach Security will make staff available for Application Administration between 9:00 am to 5:00 pm Pacific Time (PT), Monday through Friday. Additionally, Reach Security will make commercially reasonable efforts to provide Application Administration during non-business hours and on weekends.

2. Application Administration. Reach Security will provide the following during the applicable Subscription Term in accordance with this SLA:

2.1 Technical Support. Assist Customers during Primary Coverage Hours to identify, analyze, and resolve challenges with the Service.

2.2 Service Management. Security monitoring, change control, problem management, and escalation procedures.

2.3 Application Administration. Installation and system setup, support, monitoring, response, repair, tuning, and capacity planning.

2.4 Data backup and retention. Backups of Customer Data stored within the Service.

3. Service Scope

3.1 Application Availability. Reach Security will make commercially reasonable efforts to ensure the Application is capable of being reasonably accessed and used at all times during the Subscription Term except during Scheduled Maintenance (as defined in Section 4).

3.2 Exclusions from Application Availability. The availability of the Application and Reach Security's obligations with respect to the other service measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks, or caused by Customer, Users, or third parties including underlying cloud services provider(s) like Amazon Web Services (AWS). Reach Security is not responsible for any delays or other damage resulting from problems outside of Reach Security's control; however, Reach Security is responsible for the conduct of its third-party agents and contractors.

3.3 Issue Resolution. If the Application is not accessible as specified in Section 3.1 (an “Issue”) Reach Security and Customer will comply with the following resolution procedures for all Issues reported by Customer:

3.3.1 Reporting an Issue. Customer may report an Issue through the Reach Security Support at [support@reach.security](mailto:support@reach.security) or Chat. When reporting an Issue, Customer will include a detailed description of the Issue.

3.3.2 Issue Classification. When reporting an Issue, the severity of the Issue will be classified based on the impact to Customer's business operations in accordance with the severity classification table below.

3.3.3 Response Time. Reach Security will use reasonable efforts to respond to Customer's reported Issues within the Primary Coverage Hours and within the timeframe designated below.

| Severity Level | Definition                                                                                                                                                                                                                                                                        | Response Time |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| p1             | The entire service is inaccessible or unusable.                                                                                                                                                                                                                                   | 4 Hours       |
| p0             | The issue causes a significant loss of service or is a significant error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system. | 12 Hours      |
| p2             | The issue causes a minor reduction of service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a System.        | 24 Hours      |
| p3             | Minor defects and errors that do not impede system operation in a normal manner.                                                                                                                                                                                                  |               |

4. Maintenance. Reach Security periodically repairs and upgrades the Service and shall use commercially reasonable efforts to accomplish this without affecting the Customer's access to the Service; however, repairs of an emergency or critical nature may result in the Service not being available for the Customer's usage during the course of such repairs. Reach Security reserves the right to conduct routine maintenance to the Service according to the following protocols:

| Item                     | Commitment                                                      | Response Time                                                                                                  |
|--------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Scheduled Maintenance    | Routine, scheduled maintenance performed as needed.             | Reach Security will use commercially reasonable efforts to notify Customer before performing such Maintenance. |
| Preventative Maintenance | Non-scheduled maintenance that needs to be promptly conducted.  | Reach Security will use commercially reasonable efforts to notify Customer before performing such Maintenance. |
| Emergency Maintenance    | Non-scheduled maintenance required to be performed immediately. | Reach Security will use commercially reasonable efforts to notify Customer before performing such Maintenance. |

5. Compatibility with New Third Party Software. Customer consents and acknowledges that prior to adding new third-party software, the Customer is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of the Service. Reach Security will not be responsible for any failures or malfunctions resulting from such upgrade, change, or addition of third-party software. A list of supported third-party software and their versions can be found on our website at <http://docs.reach.security>.

6. Customer Responsibilities

6.1 Trained Contacts. Customer will designate at least one (1) individual within Customer's organization to serve as primary contact with regards to Customer's Service (“Primary Technical Contact”). Primary Technical Contact should have sufficient technical knowledge of Customer's Application environment to enable effective communication with Reach Security.

6.2 Reasonable Assistance. Customer will provide Reach Security with (i) reasonable access to all necessary personnel to answer questions regarding Issues reported by Customer, and (ii) all relevant and available diagnostic information (including product or system information). In addition, Customer will make reasonable efforts to fix Issues identified during troubleshooting.

7. Service Level Agreement. Availability Reach shall make the Reach Subscription Service available 99% of the time, except those services below.

7.1 “Covered Services” means services provided by AWS including but not limited to; AWS Lambda, AWS S3, AWS ECS, CloudFront, and Dynamo DB.

Availability for Covered Services will be calculated per calendar month, as follows:

$$\left[ \left( \frac{total - nonexcluded - excluded}{total - excluded} \right) * 100 \right] \geq 99\%$$

Where:

- “total” means the total number of minutes in the calendar month;
- “non-excluded” means downtime that is not excluded; and
- “excluded” means:

7.2 Any downtime during planned maintenance (not to exceed 10 hours in any calendar month) for which Reach gives 2 business days or more hours’ notice in accordance with the Agreement or via the Reach shared slack channel.

7.3 Any unavailability caused by circumstances beyond Reach’ reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Reach employees), third-party Internet Reach failures or delays (other than those Internet Suppliers under contract with Reach).

7.4 Amazon Web Services (“AWS”) outages in Customer's specific region or that otherwise affect Reach’s ability to provide the Reach Subscription Service, or unavailability caused by Customer's conduct or error.

Notwithstanding the foregoing, for any availability that is reliant on AWS, availability shall be calculated based on the applicable availability provided by AWS with the same exclusions above.

8. Service Availability Remedies Should Reach fail to make the Reach Subscription Service available as set forth above, Customer may continue to use the Reach Subscription Service but receive a refund of 1/30th the monthly fee for each day the Reach Subscription Service is affected by making a claim in writing to Reach as described below. All claims of unavailability will be verified against Reach’ system records. Should Reach dispute any period of unavailability alleged by Customer, Reach will provide to Customer a record of Reach Subscription Service availability for the applicable period.

9. Reporting, Claims and Notices Reach will provide Customer SLA reports showing Reach Subscription Service availability upon Customer request and at most once per calendar year. To claim a remedy under this SLA, Customer shall send Reach a notice, via email addressed to [support@reach.security](mailto:support@reach.security) within 15 business days after the end of each calendar quarter. Claims may be made on a calendar-quarter basis only and must be submitted within 20 business days after the end of the applicable quarter, except where a Services subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 20 business days after the subscription end date. All claims will be verified against Reach’ system records. Should Reach dispute any period of unavailability alleged by Customer, Reach will provide to Customer a record of Reach Subscription Service availability for the applicable period. Reach will provide such records only in response to claims made by Customer in good faith.