**Service Level Agreement for Armor®
MDR Services**

---

1. **Purpose**

This Service Level Agreement ("SLA") describes the terms and conditions that apply to the commitments made by Armor Defense Inc. ("Armor") in respect to the provisioning and delivery of certain services (collectively the "Services") that will be provided by Armor to a subscribing client ("Customer").

2. **Definitions**

The following additional defined terms apply to this Service Level Agreement. The commitments and calculations described below are on a Customer specific basis:

- **Actual Monthly Uptime Percentage** is equal to (A - B + C) / A, where:

    o   A is the Total Monthly Time (defined below) for the relevant Customer;

    o   B is the Unavailable Monthly Time (defined below) for the relevant Customer; and

    o   C is the Excluded Monthly Time (defined under Section 6) for the relevant Customer.

- **Monthly Uptime Percentage Threshold** means the percentage listed in the table below under the heading "Monthly Uptime Percentage Threshold".

- **Total Monthly Time** means the total number of minutes in the applicable calendar month.

- **Unavailable Monthly Time** means the number of minutes in the applicable calendar month during which the Services were unavailable for use by the relevant Customer.

- **Actual Time to Resolution** is equal to A - B - C, where:

    o   A is the Total Incident Response Time (defined below)

    o   B is the Total Incident Pending Time (defined below); and

    o   C is the applicable portion of Excluded Monthly Time (defined below)

- **Total Incident Response Time** means the number of minutes between the point in time at which an incident was created (either automatically or manually) within the Armor Support Portal and the point in time at which that incident was resolved.

- **Total Incident Pending Time** means the number of minutes an incident cannot be actioned by Armor because it is pending additional information, action, or other input from the relevant Customer.

- **Actual Initial Response Time** is equal to A - B, where:

- A is the Initial Response Time (defined below); and

- B is the applicable portion of Excluded Monthly Time (defined below)

- **Initial Response Time** means the number of minutes between the point in time at which an incident was created and the point in time at which Armor's first response to that incident was posted.

- **Actual Update Interval** means the time span for each incident between updates provided by Armor.

- **Maximum Initial Response Time** means the time span listed in the table below under the heading "Maximum Initial Response Time".

- **Maximum Update Interval** means the time span listed in the table below under the heading "Maximum Update Interval" representing the maximum amount of time allowable between updates from Armor to Customer.

- **Maximum Time to Resolution** means the time span listed in the table below under the heading "Maximum Time to Resolution" representing the maximum allowable value of Actual Time to Resolution contiguously spent in the corresponding incident priority as specified in the relevant ticket(s).

- **Service Credit** means the monetary non-cash credit that Armor will provide to an eligible Customer account, the calculation of which is provided in the tables below for each of the following scenarios:

  - the Actual Monthly Uptime Percentage is less than the Monthly Uptime Percentage Threshold;

  - the Actual Time to Resolution for any incident is greater than the Maximum Response Time value corresponding to the priority of that incident; or

  - the Actual Initial Response Time for any incident is greater than the Maximum Initial Response Time value corresponding to the priority of that incident.

  - **For any and all scenarios, the total Service Credit amount shall not exceed the price paid by Customer for the relevant Services. Service Credit amounts will be the lesser of the calculated amount based on the calculations provided below or the invoiced amount of the affected Services (Armor to Customer) for the service period in which the SLA claim is being made.**

Where Service Credit is conveyed as a percentage, this represents the percentage of invoiced amounts (Armor to Customer) for the affected Service during the window in which the Service failed to meet one or more of the SLA criteria. For the removal of doubt, multiple failures to comply with the SLA criteria for a single incident or instance of an outage (whether or not contiguous) will result in a single Service Credit being issued.

- **Business Days** means Monday through Friday in Central Time (CST/CDT).

- **Service Level Objective** (or "SLO") means a performance target which Armor strives to satisfy, but for which no Service Credit is payable should it be breached.

2.1 Service Availability

APPLICABLE SERVICES	MONTHLY UPTIME PERCENTAGE THRESHOLD	SERVICE CREDIT
Armor Service Management APIs	99.99%	10% credit equivalent
Armor Service Management Console	99.99%	10% credit equivalent

2.2 Incident Response

INCIDENT PRIORITY	MAXIMUM INITIAL RESPONSE TIME	MAXIMUM UPDATE INTERVAL	MAXIMUM TIME TO RESOLUTION (MTR)[1]	SERVICE CREDIT (% OF MONTHLY FEE)
Critical	15 minutes	30 minutes	8 hours	10% credit equivalent
High	1 hour	4 hours	1 day	10% credit equivalent
Medium	8 hours	1 day	2 days	SLO-only (0%)
Low	24 hours	As needed (∞)	7 days	SLO-only (0%)

[1] In the context of this SLA, an incident is considered as having a resolution when the priority of the incident has been downgraded because there is no longer an active threat, or it has been resolved.

3. Service Commitments

a. If, during any month throughout the applicable subscription term, the Actual Monthly Uptime Percentage falls below the Monthly Uptime Percentage Threshold for a specific Customer, then such Customer will be eligible to receive a Service Credit, subject to compliance with Section 4 below.

b. If, at any time throughout the applicable subscription term, a specific Customer's incidents' Actual Time to Resolution exceeds the Maximum Time to Resolution, then such Customer will be eligible to receive a Service Credit, subject to compliance with Section 4 below.

c. If, at any time throughout the applicable subscription term, any of a Customer's incidents' Actual Update Interval exceeds the Maximum Update Interval, then such Customer will be eligible to receive a Service Credit, subject to compliance with Section 4 below.

d. If, at any time throughout the applicable subscription term, any of a Customer's incidents' Actual Initial Response Time exceeds the Maximum Initial Response Time, then such Customer will be eligible to receive a Service Credit, subject to compliance with Section 4 below.

4. **Credit Request and Payment Procedures**

To receive a Service Credit for Services in connection with a Customer issue, the Customer must submit a ticket to Armor through the Armor Management Portal, available at https://support.armor.com/, within thirty (30) days from the last day of the calendar month in which Customer claims that Armor failed to meet or exceed any Service Commitments. Availability of Armor's Services are measured by a third-party provider of performance and monitoring services (the "Monitoring Service"), that issues uptime reports, available at https://status.armor.com/. Armor will adjust the Monitoring Service's uptime results as necessary to account for any Excluded Monthly Times. All submissions must include:

- "SLA Claim" as the subject of the ticket and the relevant Customer;
- the dates and times of Unavailable Monthly Time (for service availability claims); and
- the incident ID for which a claim is being made (for incident response claims)

Each Service Credit will be applied to future amounts payable by Customer to Armor for the Services. No refunds or cash value will be given.

5. **Planned and Emergency Maintenance**

From time to time, Armor may be required to perform periodic planned or emergency maintenance including, without limitation, feature updates, bug fixes, and security patches. Armor will notify Customer of any maintenance period in which interruptions of Services are expected. Notifications will be used based on the preferences Customer has configured and are additionally available at https://status.armor.com/.

Armor will strive to provide notifications to Customer with sufficient advanced warning on an SLO-only basis, with the following targets:

MAINTENANCE TYPE	NOTIFICATION TARGET
Planned Maintenance	3 Business Days
Emergency Maintenance	1 Business Day
Unplanned Fault Notification	2 hours

6. Excluded Monthly Time

Notwithstanding any provision in this SLA to the contrary, no Unavailable Monthly Time will be deemed to have occurred if and to the extent downtime:

a. is caused by factors outside of Armor's reasonable control, including, without limitation, telecommunications provider-related problems or issues, Internet access or related problems occurring beyond the point in the network where Armor maintains access and control over the Services, or cloud service provider-related problems or issues;

b. results from any improper actions or inactions of the relevant Customer or any third party (except for Armor's agents and subcontractors);

c. is caused by applications, equipment, or other technology provided by the Customer or any third party;

d. occurs during any maintenance period described in Section 5; or

e. results from the use of alpha, beta, developer preview, or otherwise non-production features of the Services.

collectively, the "Excluded Monthly Time".

7. Entirety of SLA Liability

With respect to any failure of Armor to meet the above-described performance targets of the SLA, as applicable, this SLA states Armor's sole and entire liability to Customer and Customer's sole remedy.