

SERVICE LEVEL AGREEMENT

Last updated September 1, 2023

Service Availability

Insight68 commits to provide 99.99% availability with respect to the Customer’s Service during each calendar month of the Term, excluding scheduled maintenance times (“Service Availability”). If, in any calendar month, this Service Availability is not met by Insight68, and Customer was negatively impacted (attempted to log into or access the Service and failed due to Unplanned Downtime, as defined below), Insight68 shall provide, as the sole and exclusive remedy, a service credit based on the monthly fee for the use of the Service, as follows:

Service Availability	<99.99% and ≥99.5%	<99.5% and ≥99.0%	<99.0%
Service Credit	20%	25%	35%

Insight68 measures the Service Availability (%) over each calendar month by ((the total number of minutes in the monthly measurement period – any Unplanned Downtime) / by the total number of minutes in the measurement period) X 100. “Unplanned Downtime” means any time during which a problem with the Service would prevent the Customer from logging in or accessing the Service.

Insight68 shall calculate any Unplanned Downtime using Insight68’s system logs and other records. Unplanned Downtime does not include any time during which the Services are not available due to any suspension or termination of the applicable Service, or any other unavailability or performance issue that results from Customer’s and/or a third-party’s equipment, software, services, or other technology (other than third party equipment or services within Insight68’s direct control).

Scheduled and Unscheduled Maintenance

Scheduled maintenance does not count as Unplanned Downtime for the purposes of calculating a Service Credit. Maintenance is considered to be ‘scheduled’ if it is communicated (i) in accordance with the Notice section set forth below, and (ii) at least two full business days in advance of the scheduled maintenance time, although Insight68 strives to communicate scheduled maintenance at least a week in advance when possible. Scheduled maintenance usually occurs outside of regular business hours for each region and generally accounts for less than 15 hours each quarter. In addition to any other scheduled maintenance Insight68 may communicate, every Saturday night between 1:00am -2:00am Pacific Time is reserved for scheduled maintenance as may be needed.

Insight68, in its sole discretion, may take the Service down for unscheduled maintenance, and in that event will attempt to notify the Customer in advance in accordance with the Notice section set forth below. Unscheduled maintenance will be included in Unplanned Downtime and counted against the Service Availability set forth above.

Service Credit Request

In order to receive a Service Credit as described herein, the Customer must request a Service Credit within 30 calendar days from the end of the month in which the Service Availability was not met, and

the Customer must provide details of the claim, as reasonably requested by Insight68. The request must be submitted by email to support@insight68.com. Any claim request which is successfully submitted will receive a response indicating the request was received. If the Customer does not receive this response, the claim is deemed not received by Insight68 and the Customer must resubmit their claim in order for Insight68 to consider the request for a Service Credit.

Customers with accounts that are past due or in default to Insight68 with respect to any payment or any material contractual obligations are not eligible for any service credit under this Service Level Commitment. The Service Credit is valid for up to two years from the quarter for which the credit is issued.

Updates

This Service Level Commitment document may be amended at any time by Insight68 in its discretion. Updates will be effective 30 days after providing notice to Customer in accordance with the Notice Section below.

Notice

Notice will be provided as either: (i) a note on the Customer's administrator(s)' screen presented immediately after logging into the Service, or (ii) an email to the registered email address provided for the administrator(s) for Customer's account.

Exclusion of Non-Production and Test Accounts

Any Sandbox, Release Preview, Beta, and any other nonproduction or test environments are expressly excluded from this or any other service level commitment.