CODE42 SOFTWARE, INC.

SERVICE LEVEL AGREEMENT

Effective: October 4, 2023

This Service Level Agreement ("**SLA**") applies whenever it is incorporated by reference into the Master Services Agreement ("**Agreement**") between you and Code42.   Capitalized terms used but not defined in this SLA have the meanings given to them in the Agreement.

1.   SERVICE COMMITMENT

Code42 will provide Incydr with at least 99.9% Availability during each calendar month. If Code42 does not meet this commitment, you are eligible to receive a Service Credit as described below.

2.   DEFINITIONS

2.1   "**Availability**" means you are able to access the Incydr web console.

2.2   "**Incydr**" means Code42's cloud-based insider risk management product.

2.3   "**Service Credit**" means a dollar credit, calculated as described below, that Code42 credits back to an eligible Code42 account.

2.4   "**Monthly Uptime Percentage**" means for any calendar month a percentage calculated as follows: total minutes of Availability divided by the total minutes in the month, less scheduled maintenance, and multiplied by 100.

3.   SERVICE CREDITS

Service Credits are a percentage of the fee paid to Code42 for Incydr during the calendar month in which Code42 did not meet the Availability commitment. If you paid an annual fee or purchased Incydr as part of a suite or bundle of products, Code42 will calculate Service Credits based on the pro rata portion of the total fee attributable to Incydr for the applicable month. Service Credit percentages are as follows:

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	5%
Less than 99.0%	10%

Code42 will apply Service Credits against your next payment to Code42 for Incydr. If your Incydr subscription expires without renewal, Code42 will promptly issue you a refund for any outstanding Service Credits. Service Credits will not entitle you to any other refund or payment from Code42 and may not be transferred or applied to any other account. Service Credits are your sole and exclusive remedy for any unavailability, non-performance, or other failure by Code42 to provide Incydr.

4.   CREDIT REQUEST AND PAYMENT PROCEDURES

You must request a Service Credit by sending an email to gethelp@code42.com with the subject of "Service Credit Request," and must include details reasonably necessary to support your claim. You must submit your Service Credit request by the end of the second calendar month following that in which Code42 failed to meet the Availability commitment. For example, if an incident occurred on January 1st, you must notify Code42 by March 31st.

Code42 will evaluate your claim using all reasonably available information and make a good faith determination of whether Code42 met its Availability commitment. If Code42 determines that it did not meet its Availability commitment, then Code42 will issue the Service Credit during the month following that in which Code42 confirmed your request. For example, if Code42 confirms on March 15th that it did not meet its Availability commitment, Code42 will issue you a Service Credit by April 30th.

5. SERVICE CREDIT EXCLUSIONS

The Availability commitment does not apply to any unavailability of Incydr that results from: (1) your failure to operate Incydr in accordance with the Documentation; (2) Code42's scheduled maintenance (details available at https://support.code42.com/Terms_and_conditions/Code42_customer_support_resources/Scheduled_maintenance); (3) factors outside of Code42's reasonable control, including any force majeure event or Internet outages; (4) equipment, software, services or other technology not controlled by Code42; or (5) Code42's termination or suspension of your Incydr subscription in accordance with the terms of the Agreement.