



Ontinue ION MXDR Service Level Agreement

Ontinue provides the ION MXDR Service (“Services”) pursuant to the applicable terms and conditions of the Master Services Agreement located at www.ontinue.com/msa, or if applicable the master agreement executed by and between the customer and Ontinue for such Services (“Agreement”). Notwithstanding anything to the contrary in the Service Description located at <https://www.ontinue.com/ion-service-description>, Ontinue warrants that a Service will perform in accordance with and subject to this Service Level Agreement (“SLA”), which sets forth a customer’s sole and exclusive remedy for any breach of this warranty. Ontinue will use commercially reasonable efforts to ensure that, during any given month of the Subscription Term, the Service is at the Achievement as identified in Table 1 below or better. If the Achievement during a given month is less than 99.0%, a customer will be eligible for a credit as provided below (“Service Credit”). This SLA applies only to a customer’s live production use of the Service, and not to any non-production use, or use of the Services during installation, implementation, testing, staging, evaluation, or proof of concept stages. In the event of a conflict between the Service Description and this SLA, this SLA shall supersede. Unless otherwise provided in this SLA, capitalized terms included in this SLA shall have the meaning as defined in the Agreement.

Table 1: Service Level Agreement (SLA)

SLA	Description	Time
Customer notification time after identification of a true positive	After event triage, investigation, and evaluation; for each high severity true positive incident related to Ontinue ION, the ION Cyber Defense Center will notify the Customer no later than ten (10) minutes from the identification of a high severity true positive security incident.	10 minutes

Table 2: Service Level Objectives (SLOs)

Ontinue ION will ensure that the appropriate, skilled Cyber Defender is available to assist with the alert/incident in a timely manner. For the purposes of the SLOs, *engagement by the Cyber Defense Center* means a Cyber Defender will acknowledge the incident (contacting the customer by Microsoft Teams, if needed), and begin working on it within the Target Response Time, depending on the priority defined in the table below. Ontinue ION will automatically triage all alerts as each is received by the platform.

Alert Priority	Description	Target Response Time
Priority 1 Response (P1)	ION Cyber Defense Center engagement for Business Critical events	15 minutes
Priority 2 Response (P2)	ION Cyber Defense Center engagement for High Priority events	1 hour

Priority 3 Response (P3)	ION Cyber Defense Center engagement for Medium Priority events	4 hours
Priority 4 Response (P4)	ION Cyber Defense Center engagement for Low Priority events	Next Business Day (defined by customer's HQ location)
Priority 5 Response (P5)	ION Cyber Defense Center engagement for Policy Requests	

a. Service Credit. In the event Ontinue missed the SLA as described in Table 1 above, Customer will be entitled to a credit in the amount of five percent (5%) of the fees paid for the Service during the previous billing cycle (the "Service Credit"). If Service Credit is confirmed, Ontinue will issue Customer a Service Credit note, and the Customer may elect to apply the Service Credit against the next invoice for the applicable Subscription Service or for the next renewal of the Service Subscription Term. If Customer has earned the Service Credit and allows the Subscription Services to expire, then the Service Credit will be forfeited.

b. Service Credit Request Procedure. Customer must request the Service Credit in writing within thirty (30) calendar days from the time Customer becomes eligible to receive a Service Credit and deliver such requests to SLACreditRequest@ontinue.com with "Request SLA Credit" in the subject line. If not requested during this time, the Service Credit will expire and no longer be claimable. To receive a Service Credit, Customer's Service Credit request must identify the specific service, be supported with evidence and validated by Ontinue.

c. Exclusions. No Service Credits will be due in connection with:

- i. Service failure or outage caused by any party other than Ontinue;
- ii. Customer has failed to properly implement/enable the Services or Ontinue's recommendations;
- iii. Customer's environment does not meet requirements included in technical specifications or Documentation;
- iv. Customer's use of outdated or unsupported third party technologies;
- v. Customer's failure to reasonably cooperate with Ontinue during the provision of the Services;
- vi. Customer's use of the Services exceeds the Fees paid; or
- vii. Any suspension of the Service.