Ontinue ION MXDR Service Level Agreement

Ontinue provides the ION MXDR Subscription Service ("Service") pursuant to the applicable terms and conditions of the Master Services Agreement located at www.ontinue.com/msa, or, where applicable, pursuant to the master agreement executed between Customer and Ontinue (the "Agreement").

Notwithstanding any contrary provisions in the Service Description (https://www.ontinue.com/ion-service-description), Ontinue warrants that the Service will perform in accordance with this Service Level Agreement ("SLA"). This SLA constitutes the Customer's sole and exclusive remedy for any breach of the warranted performance. Ontinue will use commercially reasonable efforts to ensure that during any given month of the Subscription Term, the Service is delivered at or above the levels specified herein, with corresponding Service Credits applied as defined below. This SLA applies only to Customer's live production usage of the Service and excludes non-production, implementation, testing, staging, evaluation, or proof of concept environments. In any instance where a conflict arises between the Service Description and this SLA, the provisions of this SLA will prevail. Unless otherwise defined in this SLA, capitalized terms included in this SLA shall have the meaning set forth in the Agreement.

Definitions

Term	Definition
Business-Critical	Events in Customer's environment that risk essential functions, systems, or processes required for Customer's core business operations. Disruption can result in significant financial loss, operational interruption, or reputational harm.
Business Day	Defined as the period from 09:00 to 17:00, Monday through Friday, excluding public holidays in the country where Customer's IT Security Operations team resides, or if distributed, in the country where Ontinue's Cyber Defense Center is located closest to Customer's delivery address per the Agreement.
Engagement	Once an Event is available in the ION Platform, ION Automate immediately performs the initial Event enrichment, triage, investigation, and response and, if the Event cannot be fully remediated and resolved by ION Automate, a Cyber Defender from the ION Cyber Defense Center takes over to continue the Event investigation and remediation. An Engagement is considered completed once an Event is (1) remediated and resolved by ION Automate or (2) the Cyber Defender changes the Event status from 'pending' to 'in progress' in the ION Platform.
Event	Any security incident generated by either Microsoft or Ontinue that falls within the scope of the MXDR Service.
ION Automate	ION Platform automation capabilities used to pre-qualify, triage, investigate, and close Events.
ION Engage	A Microsoft Teams-based feature for Business-Critical Events that immediately establishes a virtual meeting between Customer and Ontinue to analyze and decide on rapid remedial actions.

ION Platform	The Ontinue-hosted platform that forms the technical basis for delivering the Service.
Known Critical Attack	Alerts that include any Ontinue-mapped keywords, which are ever-evolving due to the nature of the security threat landscape and may be updated by Ontinue from time to time as new threats emerge.
Priority 1 Event (P1)	Security incidents classified as high severity per the initial assessment by Microsoft or Ontinue's detection use cases.
Priority 2 Event (P2)	Security incidents classified as medium severity per the initial assessment by Microsoft or Ontinue's detection use cases.
Priority 3 Event (P3)	Security incidents classified as low severity per the initial assessment by Microsoft or Ontinue's detection use cases.
Qualified Response	An initial Event investigation summary provided by the ION Cyber Defense Center. A Qualified Response is considered delivered once an initial Event investigation summary is provided to Customer.

Service Level Agreements (SLAs)

SLA	Trigger	Description	Target Time
ION Engage	Customer clicks 'ION Engage' button	Ontinue joins the virtual meeting for a Business-Critical Event	15 minutes
Known Critical Attack Response	Event available in ION Platform	Pre-determined response action triggered	15 minutes
Event Engagement Completion	Event available in ION Platform	Priority 1 Event (P1) Engagement Priority 2 Event (P2) Engagement Priority 3 Event (P3) Engagement	1 hour 4 hours 16 hours
Event Qualified Response	Event Engagement Completion	ION Cyber Defense Center provides Qualified Response to Customer	1 hour

Credit Calculation

Service Credit. In the event Ontinue misses an SLA as described in the SLA section above, Customer will be entitled to a credit in the amount of five percent (5%) of the fees paid for the Service during the calendar month in which the SLA was missed (the "Service Credit"). If a Service Credit is confirmed, Ontinue will issue Customer a Service Credit note, and Customer may elect to apply the Service Credit against the next invoice for the applicable Service or for the next renewal of the Service Subscription Term. If Customer has earned the Service Credit and allows the Service to expire or terminates such Service in accordance with the terms of the MSA, then the Service Credit will be forfeited.

Service Credit Request Procedure. Customer must request the Service Credit in writing within thirty (30) calendar days from the date of the missed SLA and send such request 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, (1) Customer's request must identify the specific missed SLA and the Ontinue Incident reference number, (2) be supported with evidence and (3) validated by Ontinue.

<u>Exclusions.</u> Ontinue shall not be deemed to miss any SLAs, and no Service Credits will be due, for any failures in connection with:

- Service failure or outage caused by any party other than Ontinue;
- Customer's failure to properly implement/enable the Service or Ontinue's recommendations;
- Customer's environment not meeting requirements included in technical specifications or Documentation;
- Customer's use of outdated or unsupported third party technologies;
- Customer's failure to reasonably cooperate with Ontinue during the provision of the Service;
- Customer's use of the Service exceeding the fees paid; or
- Any suspension of the Service.