

Secure Code Warrior Subscription for Software as a Service (SaaS) Agreement (Subscription Agreement)

This is the Subscription Agreement for Software as a Service dated the date that the last party signs (Subscription Agreement) between the Secure Code Warrior entity listed in the Partner Order form (SCW) and the Customer, for the right amongst other matters to access and use the SCW Learning Platform.

SCW and the Customer shall hereinafter be defined as the “Party” and collectively as the “Parties”.

1. DEFINITIONS AND INTERPRETATIONS

The following words shall have the meaning stipulated herein below:

Affiliates means a company in which either party either wholly owns or has a controlling interest, and includes subsidiaries as that term is commonly applied and Related Body Corporate as defined in the Corporations Act 2001 (Cth)

Applicable Data Protection Legislation means any data protection or privacy legislation which applies, respectively to the activities of the Customer and SCW, including, where applicable the European General Data Protection Regulation Act 2016 (**GDPR**), the UK Data Protection Act 2018, the Australian Privacy Act (Cth) 1988, and any other applicable legislation

Confidential Information means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would, to a reasonable recipient, be deemed confidential or proprietary, including, without limitation, each party, employees, business plans, methods of operation, SCW offerings, including the SCW Learning Platform. Confidential Information will also include, without limitation:

(a) certain confidential and/ or proprietary financial, sales and distribution, marketing, research and development, organizational, technical and other business information, policies or practices, related information; and

(b) any information disclosed by a Party which relates to an actual or potential End User, vendor or third party with which the disclosing Party is in a confidential relationship

Consent means consent, permission, agreement or approval which meets the requirements for the consent of the Applicable Data Protection Legislation

Controller has the meaning as defined by Regulation (EU) 2016/679 with obligations as set forth in the regulation

Customer means the party which acquires a Subscription on execution of this Subscription Agreement, and, if applicable, End Users(s)

Customer Data means all information, including any personal information provided by the Customer to SCW to enable SCW to provide the Customers and its End Users access to and use of the SCW Learning Platform

Defect means a defect, error or bug having a materially adverse effect on the appearance, operation or functionality of the SCW Learning Platform, but excluding any defect, error or bug caused by or arising as

a result of an act or omission of the Customer, any failures of the internet or part of the internet or other mechanism designed or used to disable, erase, alter or harm the SCW Learning Platform

Device means a single personal computer, workstation, mobile phone, tablet, or other electronic devices.

End Date is the date set out in Item 2 of the Subscription Order Form

End User means a person or persons employed and / or otherwise authorized by the Customer, or where applicable the Customer's group, and who is provided with a subscription by the Customer to access and use the SCW Learning Platform, and excludes any person or persons who is employed by or contracted to a competitor to SCW

Force Majeure means any circumstances which are outside the parties' control and which prevent or delay SCW providing the Service and SCW's Materials (or any of them), including the failure of any utility service or transport or telecommunications network, any bug, defect, error, fault or deficiency in any software or data not provided by SCW, any act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of place, machinery or equipment fire, flood or storm.

Insolvency Event means a situation where in respect to either party (1) a party is unable to pay its debt as and when they fall due; (2) a receiver or administrator is appointed over the party or any part of their respective undertakings or assets; (3) a resolution for winding up the party is proposed (or ordered), with the expectation of such an order being proposed for the purpose of a bona fide reconstruction; (4) a court of competent jurisdiction makes an order to that effect; (5) it becomes subject to an order of administration; (6) it enters into any scheme of arrangement with creditors or any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business

Intellectual Property means all intellectual property rights wherever in the world, whether registered or unregistered, including patents, rights to any invention, copyrights and related rights, moral rights, rights in computer software, trademarks, service marks, trade names, domain names, rights in any goodwill and the right to sue for passing off or unfair competition, registered designs, other rights in designs any application or right of application of such rights, including codes, sequences, derivative works, copyrights, data-base rights, trade secrets, know-how, business names, trade names, trademarks, service marks, patents, petty patents, utility models, rights in design, organisation, structure, interfaces, any documentation (including the SCW Materials), data and other related rights

Personal Data has the meaning given to it according to Regulation (EU) 2016/679 and Directive 95/46/EC, as amended from time to time, and includes the definition of Personal Information as provided in the Privacy Act 1988 (Cth)

Processor has the meaning as defined by Regulation (EU) 2016/679 with obligations as set forth in the regulation

SCW means Secure Code Warrior Limited, and its related/ affiliate entities

SCW Learning Platform means computer software developed and owned by SCW Limited made available to the Customer as a service via the internet, including Documentation, updates, supplements, modification, addition and/or adaptation of the SCW Learning Platform to enable or include certain features and/or functionality, under the terms and conditions of this Subscription Agreement

SCW Materials means any electronic or written aids, manuals, user instructions, technical literature, training material, demo material, specifications and all other related materials, which may be accessible by the Customer in the SCW Learning Platform

SLAs means the Service Level Schedule located <https://www.securecodewarrior.com/trust/service-level-agreement>

Start Date means the date set out in Item 2 of the Subscription Order Form.

Subscription means the subscription for the right to access and use the SCW Learning Platform according to this Subscription Agreement

Subscription Fee means the fee payable by the Customer for SCW for access to and use of the SCW Learning Platform, the amount of which is set out in Item 3 of the Subscription Order Form.

Subscription Order Form means the Subscription Order Form or the Partner Order Form. agreed between the parties

Subscription Term means the term specified in Item 2 of the Subscription Order Form

Sub Processor means a 3rd party processor selected by SCW for a specific set of processing needed by the SCW Learning Platform

2. SCW LEARNING PLATFORM

2.1. The SCW Learning Platform provides an integrated suite of secure code training and tools that moves the focus from reaction to prevention. SCW's Learning Platform includes hands-on training, team tournaments, real time coaching plug-in, self-paced learning for every skill level and online assessments.

2.2. The SCW Learning Platform is made available through an account set up for the Customer. The Customer's right to access and use the Subscription for the SCW Learning Platform is web based only pursuant to the terms of this Subscription Agreement.

3. TERM

3.1. The initial term of this Subscription Agreement is set out in Item 2 of the Subscription Order Form (Initial Term).

3.2. On termination or expiration of the Subscription Agreement, the Customer's access to and use of the SCW Learning Platform will no longer be available, neither the Customer or the End User(s), will have access to or use of the SCW Learning Platform and applicable data or Services therein.

4. CUSTOMER RIGHTS AND RESTRICTIONS

4.1. The Customer (including its End Users) is granted a limited, non-transferable, non-exclusive subscription to access and use the SCW Learning Platform on Devices via any standard web browser during the Subscription Term.

4.2. Neither Customer nor any End User are permitted to frame, reproduce, or otherwise re-publish, re-sell or re-distribute the SCW Learning Platform, or any part thereof.

4.3. The Customer agrees, and will procure that its End Users, will only access and use the SCW Learning Platform for its internal business use.

4.4. The Customer must not, and will procure that it's End Users do not:

- (a) access or use the SCW Learning Platform in any way that causes or may cause damage to the SCW Learning Platform or impairment of the availability or accessibility of the SCW Learning Platform or any of the areas of or services on the SCW Learning Platform;
- (b) access or use the SCW Learning Platform in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent unethical, immoral, inappropriate or harmful activity, including but not limited to, to exploiting or acquiring skills for illegal or malicious attacks;
- (c) allow its End Users or any third party to attempt, to copy, modify, duplicate, create derivative works, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit, or distribute all or any portion of the SCW Learning Platform, including but not limited to the object code and the source code, in any form or media or by any means;

- (d) rent, lease, distribute, sell, sublicense, transfer or provide access to or use of the SCW Learning Platform to any third party; or
 - (e) access or use the SCW Learning Platform for any commercial purpose or for any public display, whether commercial or non-commercial, without the prior written approval of SCW.
- 4.5.** The Customer acknowledges and agrees that the subscriptions are for designated End Users and cannot be shared or used by more than one End User and may only be reassigned to new End Users replacing former End Users who have left the Customer's business or otherwise with the express consent of Secure Code Warrior.
- 4.6.** The Customer is entitled to add additional End Users during the Subscription Term, following which the Customer will be invoiced for the additional End Users, prorated to the end of the relevant Subscription Term (or renewal term as may be appropriate).
- 4.7.** If the Customer exceeds the number of End Users (and has not gone through the process outlined in clause 4.6 above), SCW reserves the right to charge the Customer for each of the additional End Users. The Customer will be invoiced for the number of additional End Users, as outlined in clause 4.6 above, prorated to the end of the relevant Subscription Term (or renewal term as may be appropriate).
- 5. SUPPORT**
- 5.1.** SCW does not make any representation, endorsement, guarantee or assurance of the suitability of the SCW Learning Platform for the Customer.
- 5.2.** SCW will maintain the SCW Learning Platform and provide all support services on terms set out in the Service Level Schedule.
- 6. FEES and PAYMENT**
- 6.1.** The Subscription Fee including payment terms, number of End Users are set out in the applicable order form. The Customer may also add additional End Users, subject to compliance with section 4 above.
- 7. CONFIDENTIALITY**
- 7.1.** Each party recognises and agrees that the Subscription Agreement, including the terms and negotiations leading up to its execution, create a confidential relationship between them, and that all information disclosed between them is Confidential Information. Each party agrees to protect Confidential Information disclosed to it to the same extent and in the same manner that it would protect its own Confidential Information. Each party further agrees to bind their respective employees, agents and subcontractors to the confidentiality and other terms and conditions of the Agreement and be liable for their compliance therewith. In no event shall either parties' practices and/ or policies fall below a level of reasonable and due care, which includes each party limiting reproduction, access, disclosure and use to those personnel who have a need to know for the purposes of performing the services in this Agreement, and who are made aware of and agree to comply with the terms of the Confidentiality obligations herein.
- 7.2.** The Customer may receive User-specific information and may export and use that information in order to monitor the End Users' use, results and performance in regard to the individual performance of the End User and as a part of internal use as applicable and desirable by the Customer for, including but not limited to, reports, campaigns and examination.

8. INTELLECTUAL PROPERTY

- 8.1.** SCW owns and retains all right, title, interest and ownership to the SCW Learning Platform including without any limitation all Intellectual Property rights in and to the SCW Learning Platform, SCW Materials, and Learning materials. Accordingly, the Customer acknowledges and agrees that this Subscription Agreement and its access and use of the SCW Learning Platform transfers no title or ownership of the SCW Learning Platform either to it or any of its End Users.
- 8.2.** The Customer acknowledges and agrees that SCW has a royalty-free, worldwide, transferable, irrevocable, perpetual license to use or incorporate into the SCW Learning Platform any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the SCW Learning Platform.

9. INSURANCE

- 9.1.** Each party agrees during the Subscription Term to maintain appropriate insurances as required by applicable law and regulations and which include employers' liability insurance, Public / Products Liability, Professional Indemnity and cyber insurance.

10. WARRANTIES

- 10.1.** Each party represents and warrants that they:
- (a) are duly authorized to enter into the Subscription Agreement;
 - (b) will each execute their respective obligations under the Subscription Agreement with due care, skill and professionalism;
 - (c) will not hold themselves out as being an employee or any other association with the other than as provided in the Subscription Agreement
- 10.2.** The Customer acknowledges and agrees that:
- (a) SCW makes no representation regarding the SCW Learning Platform other than as stated in this Subscription Agreement;
 - (b) it has relied on its own skill and judgment or that of its advisers in entering into this Subscription Agreement; and
 - (c) the SCW Learning Platform including all SCW Materials comprise a standard service and materials provided to SCW's customers generally and they have not been developed to meet the Customer's or any of the Subsidiaries' requirements; and it is the Customer's and the Affiliates responsibility to check that the features, facilities and functions of the Service meet its requirements.

11. SUSPENSION

- 11.1.** SCW reserves the right to suspend the Customer's access to and use of the SCW Learning Platform in circumstances set out in clause 12.2(b) below and, with the provision of reasonable notice if:
- (a) It has not received payment for Customer's access to and use of the SCW Learning Platform
 - (b) there has been, or if SCW has reasonable grounds to suspect that there may have been, a breach of security (including the introduction of any Malicious Code), a breach of this Subscription Agreement, or any unlawful or illegal use of the Service and the SCW Materials (or any of them);

- (c) SCW knows or has reasonable grounds to suspect that any of the Customer Data infringes the Intellectual Property Rights or other rights of any third party, or is in any way unlawful, or is likely to lead to any third party instituting or threatening legal proceedings against SCW or any other person;
- (d) the Customer or any of the Affiliates cause, or SCW has reasonable grounds to suspect that the Customer, its End Users, other employees including those of any of its Affiliates has caused any technical or security issue which affects the Service or other customers of SCW or of any SCW Affiliate;
- (e) the Customer has not paid the Subscription Fee in accordance with the agreed payment terms; and/ or
- (f) in circumstances set out in clause 12.3 below.

12. TERMINATION

- 12.1.** The Subscription Agreement will only terminate on the End Date if the Customer provides the notice as described in clause 3.2 above..
- 12.2.** Either party may terminate the Subscription Agreement and any applicable Subscription Order by notice in writing to the other and with immediate effect if:
 - (a) the other party commits a material breach, incapable of remedy;
 - (b) the other party fails to remedy a breach within 10 business days of receiving written notice by the other party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within ten (10) business days (or such other period as mutually agreed by the Parties) from receipt of such notice;
 - (c) An Insolvency Event occurs in relation to either party; or
 - (d) any law enforcement agency or court requires or requests SCW to do so.
- 12.3.** SCW may terminate the Subscription Agreement at any time in circumstances where there are technical and or security issues caused by the Customer that directly impact (or may impact) either of (a) the business operations of SCW or any of its customers; (b) the integrity of the SCW Learning Platform. For clarity, SCW will provide the Customer with a period of 14 days to respond to and or resolve any issues or concerns that Secure Code Warrior identifies in writing to the Customer, but the decision will otherwise be exercised by Secure Code Warrior in its absolute discussion.

13. INDEMNITIES

- 13.1.** SCW agrees to indemnify, defend and/or, at its option, settle any third-party claims that Customer's (including affiliates and authorized users) (each an "Indemnified Party") brought against or suffered by any Indemnified Party, alleging that any of the SCW Materials or the Indemnified parties' access to and use of the SCW Learning Platform infringes any valid patent, copyright, trademark, trade secret or other intellectual property rights in the relevant territory. At its option and expense, SCW may either: (i) procure for Customer the right to continue to access and use the SCW Offerings; (ii) repair, modify or replace the SCW Offerings so that it is no longer infringing; and in circumstances where neither (i) or (ii) are possible (iii) provide a prorated refund of the fees paid for the SCW Offerings which gave rise to the indemnity calculated against the remainder of term for the applicable SCW Offerings from the date it is established that SCW is notified of the third party claim.
- 13.2.** This indemnity is subject to: (i) the Indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the Indemnifying Party's sole right to

control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

- 13.3.** The Customer which for the purpose of this indemnity (includes its Affiliates and their respective employees, contractors and End Users'), is responsible for compliance with this Subscription Agreement. Without prejudice to SCW's right to take action against any of the Customer's Affiliates in relation to any breach of this Subscription Agreement, will be liable to and indemnifies SCW for all loss, cost, liability and/ or and damages (including legal fees) arising from or related to Customer's failure to comply with clauses 4, 7 and 8 of this Subscription Agreement.

14. LIMITATION OF LIABILITY

- 14.1.** Other than as provided in section 13 above, the maximum liability of SCW to the Customer will in no circumstances exceed an amount equal to or more than the Subscription Fee paid or payable to SCW for access to and use of the SCW Learning Platform, in any 12 month period.
- 14.2.** Notwithstanding the above, neither Party will be liable to the other, whether in contract or tort, or otherwise for any incidental, indirect, punitive, exemplary, special, consequential or unforeseeable loss, damage or expense, loss of profits, loss of business, loss of opportunity, loss or corruption of data, however arising, even if advised of the possibility of such loss or damages being incurred.
- 14.3. Entire liability.** The provisions in sections 13 and 14 state the exclusive remedy of the Customer with respect to any infringement and/or misappropriation claims

15. DISPUTE ESCALATION CLAUSE AND GOVERNING LAW

- 15.1.** This Subscription Agreement and any disputes arising out of or in connection with access to and use of the SCW Learning Platform under the terms of the Subscription Agreement will be governed and interpreted by the non-exclusive jurisdiction of the laws as follows:
- (a) The state of New York, where the SCW entity is Secure Code Warrior Inc;
 - (b) England and Wales, where the SCW entity is Secure Code Warrior Limited; and;
 - (c) The state of New South Wales the SCW entity is Secure Code Warrior Pty Ltd.

16. MISCELLANEOUS

- 16.1.** This Subscription Agreement and the Customer's right to access and use the SCW Learning Platform does not establish any relationship of partnership, joint venture, employment, franchise or agency between the Customer and SCW.
- 16.2.** Neither party will use and/or display the other's name and logo on its website and marketing or other collateral, without the other's express prior consent. For the avoidance of doubt, SCW is permitted to include - subject to the right of the Customer to revoke at any time - the Customer's logo on its website.
- 16.3. Assignment.** Neither party may assign the Subscription Agreement or its rights and obligations under the Subscription Agreement without the prior written consent of the other party, whose consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, neither party is entitled to withhold or delay its consent for any complete or partial assignment made by, or between their respective corporate structure.
- 16.4. Survival.** Sections of this Subscription Agreement that, by their terms, require performance after the termination or expiration of this Subscription Agreement will survive as permitted by local law.

These sections include section 1 (Definition), section 7 (Confidentiality), section 8 (Intellectual property), section 10 (Warranties), section 13 (Indemnities) and section 16 (Miscellaneous).

- 16.5. Entire agreement.** This Subscription Agreement (including the Service Level Schedule), the Partner Order Form and where relevant, any Data Processing Agreement constitutes the entire agreement between SCW and the Customer. It supersedes any prior or contemporaneous communications, and any prior agreement between the Parties regarding its subject matter, and cannot be amended or updated other than by a written agreement signed by both Parties. In the event of a conflict between the terms of this Subscription Agreement and a subsequent written agreement, this Subscription Agreement shall prevail.
- 16.6. Waiver.** No waiver of any breach of this Subscription Agreement shall be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 16.7. Severability.** If a court holds any provision of this Subscription Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the Parties will amend this Subscription Agreement to give effect to the stricken section to the maximum extent possible.

The SIGNATURES below - if required - confirm the agreement of both parties to the terms and conditions of the Subscription Agreement above. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

When signed by authorized signatories, each party agrees that the terms of Subscription Agreement constitute a legally binding and enforceable agreement between them:

Client Name	Secure Code Warrior [Inc/ Limited /PtyLtd]
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

Service Level Schedule

DEFINITIONS

TERM	MEANING
Agreement	means the agreement between the parties to which this schedule is appended
Business Day	means a day on which the Customer is open for business at an office location using the Service
Customer	includes its subsidiaries/ affiliates entities
Customer Help Desk	means the internal support desk established by the Customer qualified to support the Services within the Customer's operations
Day	means a calendar day
Down Time	means total unavailability of the service to all users due to factors within the control of SCW
Maintenance and Support Services	means the maintenance and support services to be provided by SCW as described in this Schedule
Minimum Service Level	means the Minimum Service Levels to be achieved by SCW as set out in this Schedule
Response Times	The average amount of time it takes between a system alert or customer support ticket being raised and when a support team member acknowledges the incident and begins working to resolve it.
Resolution Time	<p>The average amount of time to detect an issue, diagnose the problem, repair the fault (possibly by means of a workaround), and return the system to being functional.</p> <p>It is measured from the moment that a failure occurs until the point where the product or service is repaired, tested, and available for use.</p>
Service	means the online security learning service to be provided by SCW to the Customer
Service Credits	means the applicable service credits as described in 2(f) of the Service Levels
Service Hours	means, in respect of each week of the Term, the period from the start of the first business day in the first location from which Customer accesses the Services to the end of the last Business day in the relevant week in the last location from which Customer accesses the Services, and excludes Public Holidays in the relevant territory.

Service Levels	means the performance levels to which the Services shall be provided as set out in this Schedule
Service Period	means each calendar month that Customer receives the Services
Service Up Time Percentage	means the total number of minutes in a calendar month minus the number of minutes of downtime suffered in a calendar month, divided by the total number of minutes in a calendar month minus scheduled downtime
System Response Time	means the time required for the Service to respond to an input as set out in this Schedule
Term	Means the term for which the Customer has subscribed to the Service
Up Time	has the meaning set out in 2(e)(iii) of the Service Levels

SERVICES SPECIFICATION

1. GENERAL

- 1.1. This schedule describes the scope and functionality of the Services to be provided by SCW to the Customer under this Subscription Agreement. It also specifies certain of the obligations of each party in the delivery of the Services.
- 1.2. Each Service has, where specified, an associated Service Level.

2. SERVICE OVERVIEW

- 2.1. SCW shall supply Customers with an online security training service incorporating the following production environment services:
 - (a) Online Access: On-line access to the Service during the Service Hours excluding scheduled downtime as defined in this schedule or as otherwise agreed in writing between the parties.
 - (b) Maintenance and Support Services during the Service Hours.
 - (c) Data back-ups in accordance with section 5.
 - (d) Application management: (1) application upgrades, (2) delivery of application maintenance updates
- 2.2. SCW shall monitor and manage all components used to deliver the Service during the Service Hours throughout the Term.
- 2.3. SCW shall ensure appropriate capacity planning of the Services to ensure there is always sufficient capacity to provide the Service at the Service Levels. This shall require Customer to advise SCW of any anticipated material changes to the use of the Service.

3. MAINTENANCE AND SUPPORT SERVICES

3.1. Release Strategy

- (a) SCW will inform Customer regularly of the timing and contents of new releases to the Service. Customer may provide suggestions and input to SCW regarding any planned or requested new features. SCW shall, at its sole discretion, consider whether Customer's suggestions shall be included in a subsequent release as part of the Maintenance and Support Services.
- (b) Except where a product enhancement cost has been agreed with the Customer, such new releases to the Service shall be made at no cost to

- (c) the Customer.
- (c) SCW shall document any such changes in release notes which shall be made available to the Customer as soon as possible, but no later than the date any new release is issued.

3.2. Support Services & Responsibilities

- (a) SCW shall provide the support services in English.
- (b) SCW shall notify Customer of all material incidents that have an impact on the Service provided to the Customer
- (c) SCW shall be responsible for:-
 - (i) The availability of the Service.
 - (ii) Solving incidents and problems raised by the Customer Help Desk.
 - (iii) Implementing changes to the Service required as a result of solving incidents.
 - (iv) Communicating the status of incidents to the Customer Help Desk.
 - (v) Communicating information about planned system changes of outages to Customer and the subsidiaries in a timely manner.
 - (vi) Responding to each incident in line with the specified actions for each incident class.
- (d) Customer is responsible for:
 - (i) Raising incidents to the SCW help desk through a centralized Customer Help Desk.
 - (ii) The Customer must nominate at least 2 authorized Support Contacts and notify SCW of their names and contact details immediately following the date of the Agreement.
 - (iii) Incidents and service requests must be reported via any of the supported service channels.
 - (iv) No phone support is provided directly to Users.
 - (v) The Customer must not publish SCW's contact details on their intranet, website, or anywhere else.

3.3. Service channels

Channel	Days/Hours
Knowledge Base (https://help.securecodewarrior.com/)	24/7
Email (support@securecodewarrior.com)	24/5 service hours
Support widget on the platform	24/5 service hours

3.4. Incident management

The Customer Help Desk shall provide the following items when notifying SCW of an incident:

- (i) incident time, duration, and location.
- (ii) User ID and contact details.
- (iii) Incident description.
- (iv) Category of the incident, to be mutually agreed between the parties.

3.5. Incident categorization

CLASS	RESPONSE TIME	RESOLUTION TIME
Class A Severe Impact Provision of Service Failure An incident that results in the loss of all or a significant portion of the service and impacts a majority of the users.	1 Hour	24 hours
Class B Major Impact Provision of Service Failure The service is accessible by means of a workaround, or only a small number of users are impacted Or an incident which materially affects the performance of the Services in a negative manner or materially restricts the Customer and the Subsidiaries' use of the Service	4 Hours	5 Business Days
CLASS C Moderate impact Incidents occur which do not individually represent a failure of the service but are agreed as defects Or an incident which only has a minor effect on the Customer's use of the Service or an Incident which is not a Class A or B incident	8 Hours	Within such period of time as SCW deems appropriate given the nature of the issue.
CLASS D Low impact A general question or concern raised by the Customer concerning the use or implementation of the Service	1 business day	2 business days

SCW can adjust the severity of reported issues if our investigations have shown the severity to be incorrect.

Severity readjustment is commonly used in circumstances where a ticket is submitted as Class A or Class B but contradicts the definition above.

SCW may also increase the level of severity if the issue is considered to be more

serious than initially reported

3.6. Closing Incidents

Before closing an incident, the SCW help desk will seek confirmation from the Customer that the incident has been resolved.

4. SERVICE LEVELS

4.1. General Description of Service Levels

- (a) Unless otherwise specified, the measurement period for the Service Levels is each Service Period.
- (b) Where Service Levels are described as “targeted”, such targeted Service Level measurements represent the expected performance levels of the Service under normal operating conditions, but such targeted measurements are for guidance only and do not constitute any obligations or liabilities on the part of SCW and any failure to meet such targeted Service Levels shall not be construed in any way as a breach by SCW of this Agreement.
- (c) In the event that Service Levels fail to meet the targeted Up Time and/or the targeted System Response Time metrics in any Service Period, SCW's obligations are limited to providing analysis and explanation of the reason(s) and proposed reasonable measures to eliminate the undershoot. Such measures may require changes either in the usage of the Services by the Customer or of the Services by SCW.
- (d) Where Service Levels are described as ‘contracted’, such contracted Service Level measurements represent the actual performance levels of the Service under normal operating conditions and a failure to meet such contracted Service Levels will result in Service Credits being calculated.

4.2. Uptime and Performance Service Levels

- (a) The Service Levels apply to the SCW learning platform and shall be measured over the Service Hours except for scheduled maintenance periods.
- (b) The metrics used to measure performance of the Service are as follows:
 - (i) System Response Time
 - (ii) Up Time
 - (iii) Maintenance Window
- (c) The point of measurement for all Services monitoring with respect to System Response time shall be the servers at the SCW sub-processor data center. Response times exclude the transaction cycle times on communication links from the data center to the Customer's end-user

Commitment	System response time measure	System response Time % of Service period that response times will be met
Targeted	5 seconds	99.9%
Contracted	10 seconds	99.5%
Contracted	10 seconds	99.75%

- (d) The System Response metric shall be calculated over a Service Period.
- (e) Measurement methods and targets for Service Up Times shall be as follows:
 - (i) Service Up Time shall be calculated at the end of each Service Period. The Contracted Service level for Service Up Times in any service period shall be 99.75%. The targeted Service Level for Services Up Times in any Services Period shall be 99.9%.
 - (ii) Up Time shall be expressed in percent and is defined as the time period during which the Service is available to the customer.
 - (iii) Up Time is calculated as follows:-

Service Up Time in % = means total number of minutes in the calendar month minus scheduled downtime minus the number of minutes of downtime suffered in a calendar month, divided by the total number of minutes in a calendar month minus scheduled maintenance windows
 - (iv) Service Up Time is continuously monitored via the following status page: <https://status.securecodewarrior.com>
- (f) Service Credits shall apply for failure to meet the contracted Service Levels and shall be as follows:
 - (i) For Uptime Percentage less than 99.75% but equal to or greater than 99.0%, you will be eligible for a 10% Service Credit of the Service fee for the applicable month.
 - (ii) For Uptime Percentage less than 99.0%, you will be eligible for a 20% Service Credit.
 - (iii) The Service Fee shall be the total service fee paid divided by the number of months of subscription to the service during a Term.
 - (iv) SCW shall provide the Service Credit to the Customer in the month following the Service Period in which the Service Level Failure occurred.

4.3. Maintenance Windows

- (a) The provisions for scheduled maintenance are as follows :

Frequency	Weekly
Duration	Maximum of two (2) hours

- (b) Unplanned maintenance including corrective actions to be taken by SCW to resolve an incident

4.4. Service Level Exclusions

The parties agree that the Service Levels shall not apply if one or more of the following exists:

- (a) Suspension of the Service to carry out planned or routine maintenance.
- (b) Adverse impact on Up Times or Response Times due to the malfunction of Customer-owned or controlled firewalls, networks, or connectivity.
- (c) Adverse impact on Up Times or Response Times due to a Force

Majeure event(s)

4.5. **Back-Ups**

- (a) SCW shall take a backup of all Customer data:-
 - (i) Incremental Backup: Every Minute, retained for 24 hours
 - (ii) Full backup: Every 6 hours, retained for 2 calendar days.
 - (iii) Full backup: Every day retained for 7 calendar days.
 - (iv) Full backup: Every week retained for 4 calendar weeks.
 - (v) Full backup: Every month retained for 13 months.
- (b) Such backup shall be stored at a separate, secure, location to the production environment.
- (c) Backup data shall only be used for resolving incidents in the SCW Platform. Backup data is not intended to be used (and in most cases won't be able to be used) to recover data accidentally deleted by Customer. Accidentally deleted data does not classify as an incident.