

**SERVICE LEVEL AGREEMENT**  
**Version / Date: 11 November 2022**

This Service Level Agreement (“SLA”) is incorporated by reference into the Agreement and defines the service levels that AlienVault will endeavor to provide for the maintenance and support of the Application. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.

## **1. Application Support and Maintenance**

### **1.1. Support Hours.**

“Support Hours” or “Extended Support Hours” means 12:00am to 11:59pm Central Time, Monday through Sunday, excluding the holidays identified below. Support Hours are available to MSSPs with an active subscription for Support and Maintenance Services.

#### **1.1.2. Holiday Exclusions**

<b>Designated Holiday</b>	<b>Date Observed</b>
New Year's Day	January 1st
Christmas Day	December 25 <sup>th</sup>
Day after Christmas Day	December 26 <sup>th</sup>

**1.2. Support Scope.** The following types of assistance are available to MSSP during the Support Hours:

- Technical Support: Identifying, analyzing, and resolving challenges preventing the Application from operating as it was designed
- Application Management: Client activation, change control, problem management, and escalation procedures
- Application Administration: Installation and server setup, support, response, repair, and capacity planning
- Data Storage and Retention: Retention of End User Data stored within the Application, as described in the Documentation, during the applicable Subscription Term

#### **1.2.1. Scope of Support Exclusions**

- Maintenance and support for non-production environments and sand boxes
- Data migration
- Training
- Installation, configuration, and technical support for MSSP equipment or operating systems
- Technical support, consultation, or problem resolution pertaining to software or applications other than those supplied by AlienVault and described in this Agreement
- Resolution of problems resulting from negligence of users of the Application, including, specifically incorrect data entry, use of altered data, and failure to use the Application according to the Documentation
- Support for development (AlienVault SDK, Web pages, etc.), integration and custom reports, whether developed by MSSP or any party other than AlienVault
- Any alterations or additions, performed by parties other than AlienVault
- Use of the Application on an operating environment other than that for which such the Application was designed.

**1.3. Maintenance.** AlienVault periodically adds, repairs, and upgrades the data center network, hardware, and the Application and shall use commercially reasonable efforts to accomplish this without affecting the MSSP's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available for the MSSP's usage during the course of such repairs. AlienVault reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

- “Maintenance” time can be either for “Scheduled Maintenance”, “Preventative Maintenance”, or “Emergency Maintenance”.
- “Scheduled Maintenance” is routine, scheduled maintenance performed weekly on one of Tuesday, Wednesday, or Thursday between the hours of 2am and 6am Central Time (“Maintenance Window”). A message will be displayed on the product status page located at <http://status.alienvault.cloud/> (“Product Status Page”) stating the Application will be unavailable. AlienVault reserves the right to modify the Maintenance Window; provided, however, AlienVault will provide notice to the MSSP of such modification.
- “Preventative Maintenance” is non-scheduled maintenance that needs to be promptly conducted. AlienVault will use commercially reasonable efforts to notify MSSP by displaying a message on the Product Status Page before performing such Preventative Maintenance.
- “Emergency Maintenance” is unscheduled maintenance, repair or updating activities that are required to be performed immediately in order to protect AlienVault facilities, network services or the security of MSSP equipment or property. AlienVault will attempt to provide reasonable

notice to the MSSP by posting notice on the Product Status Page when AlienVault determines that it is required to perform Emergency Maintenance. MSSP understands that Emergency Maintenance may be performed with little or no advance notice.

#### **1.4. MSSP Responsibilities**

- 1.4.1. Primary Technical Contacts.** MSSP will designate at least two (2) individuals within MSSP's organization to serve as primary contact with regards to MSSP's Application ("Primary Technical Contact"). Primary Technical Contact should have sufficient technical knowledge of MSSP's environment to enable effective communication with AlienVault representatives.
- 1.4.2. Reasonable Assistance.** MSSP will provide AlienVault with (i) reasonable access to all necessary personnel to answer questions regarding Issues reported by MSSP, (ii) all relevant and available diagnostic information (including product or system information), and (iii) appropriate remote access to MSSP's system to assist AlienVault in isolating the cause and to resolve the Issue. In addition, MSSP will make reasonable efforts to correct any Issue, deploy corrections after consulting with AlienVault, and promptly install all maintenance patches and resolutions.
- 1.4.3. Good Standing.** The provision of support by AlienVault during the term of this SLA is contingent upon MSSP's performance of its payment and other obligations. AlienVault reserves the right, in addition to other remedies available, to suspend its provision of support services for so long as MSSP is not current with its obligations.
- 1.4.4. Compatibility with New Third Party Software.** MSSP consents and acknowledges that prior to upgrading or adding new third-party software, the MSSP is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of the Application. AlienVault will not be responsible for any failures or malfunctions resulting from such upgrade, change, or addition of third-party software and reserves the right not to provide support for such installations.
- 1.4.5. Downloading of Data or Files.** MSSP agrees that it shall be solely responsible for implementing sufficient procedures to satisfy MSSP's particular requirements for accuracy of data input and output, and for maintaining a separate means for the reconstruction of any lost data.
- 1.4.6. Purchase and Maintenance of Equipment.** MSSP is responsible for purchase and maintenance of its own equipment, hardware, and access, including but not limited to network and data connection, to establish a connection to the Internet.

**2. Application Availability.** AlienVault will make commercially reasonable efforts to ensure the Application is capable of being reasonably accessed and used at all times during the Subscription Term except during Scheduled Maintenance.

**2.1. Service Level Commitment.** AlienVault will provide 99.9% System Availability, as measured by AlienVault and subject to the exclusion set forth below, for the Application Services during each calendar month of the Term ("Service Level Commitment"). If the System Availability during a given calendar month is less than the Service Level Commitment, Customer may be eligible for a credit as detailed below ("Service Credit").

**2.2.** "Application Services" means the USM Anywhere cloud-based SaaS solution, excluding USM Central, sensors, agents, cloud connectors, and all third-party software that AlienVault may have purchased or licensed from third parties and delivered as a part of USM Anywhere service.

**2.3.** "System Availability" means the total minutes in each calendar month during which Application Services are available for MSSP to analyze security data and provide outcomes from the solution, divided by the total minutes in the calendar month. System Availability excludes Maintenance and Application Availability Exclusions.

**2.4. Application Availability Disclaimer.** AlienVault's status page (<https://status.alienvault.cloud/>) is not a measurement of System Availability under this Service Level Agreement, and Service Credits will not be issued based on the information published on the status page.

**2.5. Application Availability Exclusions.** The availability of the Application and AlienVault's obligations with respect to the Service Level Commitment and other service measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by MSSP, End Users, or third parties. AlienVault is not responsible for any delays or other damage resulting from problems outside of AlienVault's control; however, with regards to availability, AlienVault is responsible for the conduct of its third-party agents and contractors. Without limiting the foregoing, the following are exceptions to AlienVault's obligations under this SLA ("Application Availability Exclusions"):

- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by MSSP;
- outages initiated by AlienVault or its third-party suppliers at the request or direction of MSSP for maintenance, back up, or other purposes;
- outages occurring as a result of any actions or omissions taken by AlienVault or its third-party suppliers at the request or direction of MSSP;
- outages resulting from MSSP's equipment and/or third-party equipment not within the sole control of AlienVault or AlienVault's agents or contractors;
- events resulting from an interruption or shut down of the Application due to circumstances reasonably believed by AlienVault to be a significant threat to the normal operation of the Application, the facility from which the Application is provided, or access to or integrity of data (e.g., a hacker or a virus attack); outages due to system administration, commands, file transfers performed by MSSP representatives;
- other activities MSSP directs, denial of service attacks, natural disasters, power and other utility outages, internet service outages, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond AlienVault's reasonable control;

- MSSP's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between MSSP and AlienVault; and
- lack of availability or untimely response time of MSSP to respond to incidents that require its participation for source identification and/or resolution.

**3. Issue Resolution.** If the Application is not accessible as specified in Section 2 (Application Availability), AlienVault and MSSP will comply with the following resolution procedures for all Issues reported by MSSP.

**3.1. Contacting Support and Reporting an Issue.** MSSP may report an Issue through the Success Center at <https://success.alienvault.com/> ("Success Center"), by phone (numbers listed here <https://cybersecurity.att.com/support>), or by chat (through the Success Center); provided, however, all Issues reported on Saturday or Sunday must be done through the Success Center. When reporting an Issue, MSSP will include a detailed description of the Issue. MSSP will report each Issue encountered by MSSP separately. "Issue" means a single, reproducible issue or problem materially or significantly affecting the functionality of the Application.

**3.2. Issue Classification.** When an Issue is reported, the severity of the Issue will be classified based on the impact to MSSP's business operations in accordance with the severity classification table below. To the extent that AlienVault disagrees with any Issue classification provided by MSSP, AlienVault will promptly advise MSSP of the revised classification of any Issue and the parties will resolve through good faith negotiations any disagreement regarding classification.

**4. Service Credits.** Subject to MSSP's compliance with the Agreement, for any calendar month the Service Level Commitment is not met, MSSP may be eligible for a Service Credit in accordance with the table below. Any awarded Service Credits will be issued to MSSP's account which can be applied against MSSP's future invoices.

System Availability	Service Credit Eligibility
99.9% or above	No Service Credit
99.0% or above but below 99.9%	10% of the pro-rated paid monthly fee
95% or above but below 99.0%	25% of the pro-rated paid monthly fee
Below 95.0%	50% of the pro-rated paid monthly fee

The Service Credit will be determined by AlienVault based on the monthly fee for impacted Application Services. If MSSP pre-pays fees annually, Service Credit will be determined by AlienVault based on prorated monthly fee for impacted Application Services. In no event shall MSSP be entitled to receive a Service Credit that exceeds 50% of monthly fees for the Service. A Service Credit is the sole and exclusive remedy for any failure to meet the Service Level Commitment.

**4.1. Filing a Service Credit Claim.** To request a Service Credit, MSSP must: 1) report the issue through the Support Center and 2) file a claim through the Success Center within five (5) days following the end of the calendar month in which MSSP believes the Service Level was not met. The Service Credit claim must include the following items:

- Subject line including "SLA Credit Request"
- Detailed description of the incident including:
  - Time and duration of the incident
  - Affected resources or operations
- Any attempts made by MSSP to resolve the incident
- Number assigned by AlienVault to the reported Issue

Upon request, MSSP will provide any additional requested information necessary for AlienVault to investigate the claim. AlienVault will use all information reasonably available to it to validate the claim and to determine whether any Service Credits are due.

AlienVault reserves the right to deny any Service Credit request if the Customer is not in good standing due to being late on payment or otherwise not in compliance with any material contractual obligation.

**5. Response Time.** AlienVault will use reasonable efforts to respond to each of MSSP's reported Issues within the Support Hours and within the timeframe designated below based on the Severity Level as determined by AlienVault.

Severity Level	Definition	Response Time	Commitment
Severity 0	Entire service, or a whole region thereof, is inaccessible or unusable while MSSP's Internet is functioning properly.	4 Hours	AlienVault will work on a resolution until Issue is resolved or a reasonable workaround is applied.
Severity 1	Service is up and running but multiple customers are experiencing significant issues that impact their ability to use the service.	8 Hours	AlienVault will work with MSSP to resolve the Issue until the Issue is

			fixed or a reasonable workaround is applied.
Severity 2	The issues cause significant loss of service or is a significant error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	12 Hours	AlienVault will work with MSSP to mutually prioritize and schedule resolutions into regular release cycles.
Severity 3	The issue causes minor reduction of service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	24 Hours	AlienVault will work with MSSP to mutually prioritize and schedule resolutions into regular release cycles.
Severity 4	Minor defects and errors that do not impede system operation in a normal manner.	24 Hours	AlienVault will work with MSSP to mutually prioritize and schedule resolutions into regular release cycles.

## 6. Disclaimers

**6.1. API.** To the extent AlienVault provides MSSP with API's as part of its support, such API's are provided "as is" without any warranty whatsoever. MSSP is granted a personal, nonsublicensable, nonexclusive, nontransferable, limited right to use the API solely for MSSP's internal use for exporting MSSP's content from AlienVault to the new MSSP system. MSSP may not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the API; or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event MSSP breaches this Section 4.1.

In order to maintain and/or restore the performance and stability of Service(s), AlienVault reserves the right to modify or disable user configurations and/or customized features.