

Order for	<b>AppDynamics LLC</b>
Created by	<b>Laura Jilke</b>
Last Update	March 23, 2021
Quote	<b>#SCW-00005105</b>
Valid until	March 31, 2021

## SECURE CODE WARRIOR PROGRAM

### Subscription for Secure Code Warrior Platform

- Use of the Secure Code Warrior platform to evaluate, benchmark and educate AppDynamics's developers in secure coding best practices
- Full access to Training, Courses, Assessment, and Tournament Modes
- Full access to all generally available coding languages
- Each User up to the Subscribed limit can use the Secure Code Warrior Platform an unlimited number of times during the Subscription Term
- Subscription will start on **April 1, 2021** for **12** months until **March 31, 2022**

Description	Average Investment / User	Total # Users Licensed over Term	Total Investment over Term
<b>Subscription</b> for 12 months	<b>\$400.00</b> Per User	<b>30.00</b> Users	<b>\$12,000.00</b> Per Year
<b>Total for 12 months Subscription Term</b>	<b>\$400.00</b> Per User	<b>30.00</b> Users	<b>\$12,000.00</b>

### Additional Subscription Purchases



- The customer may increase their subscription usage over the subscription term, as per the subscription rates below. Any such increases will be documented in a mutually executed order.
  - Users 31-100 @ \$400/ea per year
- Subscription increase charges will be based on the prorated cost of the annual fees, co-terming to the end of the subscription term outlined above

## ADDITIONAL TERMS, ORDERING & PAYMENT SCHEDULE

1. AppDynamics will be invoiced by Secure Code Warrior for one hundred percent (100%) of the agreed to fees per the pricing set forth in this order and included in the Purchase Order. Payment to be made sixty days (60) upon receipt of invoice.
  - 1.1 Payments must be made via electronic funds transfer.
  - 1.2 Any international or local tax burdens associated with this purchase are the responsibility of AppDynamics.
2. The Subscription Term is for 12 consecutive months.
3. All pricing is in USD.
4. This order is valid until the date specified on the first page of this order.

## ENGAGEMENT AGREEMENT

The signatures below indicate **AppDynamics LLC** and **Secure Code Warrior Inc.** agree to the deliverables, costs, and subscription terms identified in this document.

AppDynamics LLC		Secure Code Warrior Inc	
Name	Craig Wickersham	Name	Pieter Danhieux
Date	March 24, 2021	Date	March 25, 2021
Title and Signature	General Counsel  <small>DocuSigned by: CE58CECBACD1486...</small>	Title and Signature	CEO  <small>DocuSigned by: 7CF95949379546E...</small>

# SECURE CODE WARRIOR SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT ("Agreement") is made and entered into by and between AppDynamics LLC and its affiliates located at 303 Second Street, North Tower 8th Floor, San Francisco, CA 94107, United States ("Client" or "Customer") and Secure Code Warrior Inc, located at 265 Franklin Street Suite 1702, Boston, MA 02110, US ("SCW") for the use of the Secure Code Warrior Training Platform. It includes the SCW invoice, which will be attached as part of the Agreement ("SCW Invoice"). The Agreement shall become binding upon execution by both parties (each a "Party" or collectively the "Parties"). In the event of a conflict between the terms of the Agreement and the SCW Invoice, the terms of the Agreement shall control.

## 1. Computer-Based Training ("CBT") Materials

- a. Secure Code Warrior Training Platform ("CBT Materials", "Service" or "Services") consists of the following copyrighted computer-based training products:
  - i. Secure Code Warrior training materials (source code snippets, challenges, exercises, etc.)
- b. Client is hereby granted a worldwide license to use, distribute, display, and transmit the CBT Materials deliverables to train Client's employees, employees of Client's affiliates or subsidiaries, and their authorized contractors and agents at any of its office locations ("User" or "Users"). CBT Materials are limited to no more than the number of Users set forth in the Agreement.
- c. Unless otherwise specified in the applicable SCW Invoice (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- d. Client shall receive CBT Materials updates during the Subscription Term (See below for definition of "Subscription Term") at no additional cost.

## 2. Using CBT Materials

- a. Client agrees that:
  - i. It will use the CBT Materials consistent with the terms of the Agreement;
  - ii. It is responsible for ensuring its Users compliance with the terms of this Agreement;
  - iii. It will immediately notify SCW of any known unauthorized use of Client's account;
  - iv. It will not sell, resell, rent or lease the Secure Code Warrior copyrighted CBT Materials beyond the use specified in the Agreement;

- v. It will not interfere with or disrupt the integrity or performance of the Secure Code Warrior CBT Materials; and
- vi. It will not reverse engineer the Secure Code Warrior CBT Materials or the Licensed Software and Documentation; and
- vii. It will not access the Secure Code Warrior CBT Materials or use the Licensed Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; and
- viii. It will not attempt to gain unauthorized access to SCW systems or networks.
- b. The license granted for the CBT Materials is worldwide, royalty-free, non-exclusive, non-transferable, and non-sublicensable (except as noted in Clause 15e).
- c. CBT Materials delivered to Client pursuant to the terms of this Agreement may be branded with Client's logo. Any logo applied to the CBT Materials pursuant to this section will be provided and approved in writing by Client.
- d. Users may view CBT Materials and complete assessments and exams an unlimited number of times during the Subscription Term.

## 3. Termination & Modification to Services

- a. The Subscription Term shall expire after the period of time as set forth in the SCW Invoice ("Subscription Term").
- b. Client shall cease to use the CBT Materials at the end of the Subscription Term.
- c. Client acknowledges and agrees that, to the extent authorized by applicable law, SCW may suspend and ultimately terminate Client's access to the CBT Materials in connection with any actual:
  - i. Material breaches or material violations of the Agreement that have not been cured by Client within (30) days' written notice of such breach or violation;
  - ii. Technical or security issues or problems caused by Client that materially impact the business operations of SCW or other SCW clients, whether directly or indirectly that have not been cured by Client within 30 days of receipt of written notice of such issues or

problem caused by or relating to Client, and/or

- iii. Requests by law enforcement or governmental agencies (SCW will notify Client about such requests if permitted by law).
- d. SCW may also immediately terminate Client's access to the Service in connection with:
  - i. A written request by Client to do so (self-initiated termination), or
  - ii. Upon the expiration of the Subscription Term set forth in the Agreement.

#### 4. SCW Invoice

- a. The applicable Deliverables and associated Subscription Fees, Number of Users, and Subscription Term are set forth in the SCW Invoice and fully incorporated herein by reference. The items set forth in the SCW Invoice may be updated from time to time by mutual written agreement of the Parties.

#### 5. Payment Terms and Taxes

- a. User subscription fees are based on periods that begin on the subscription start date and each specified anniversary thereof; therefore, fees for User subscriptions added in the middle of a subscription period will be charged for the next full period and the periods remaining in the subscription term.
- b. SCW will invoice Client for one hundred percent (100%) of the agreed Total Investment in advance and prior to access being granted to the CBT Materials.
- c. SCW Invoices are exclusive of any value added or similar taxes. Where such taxes are applicable to a SCW Invoice, the Client must pay SCW in addition to the agreed Total Investment, the amount payable by SCW as a value added or similar tax on each taxable supply made by SCW under these terms. The Client must pay that additional amount at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

#### 6. Non-Disclosure

- a. SCW recognizes and acknowledges that the Agreement creates a confidential relationship between SCW and Client and that all information disclosed by Client to SCW (or to which SCW may be exposed) under the Agreement concerning Client's business affairs, employees, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is the exclusive property of Client, to be used solely in the performance of services for Client, to be returned to Client as requested, and SCW shall treat and protect the Information as confidential information. Such information shall be collectively

referred to as "Confidential Information". Confidential Information shall also mean to include without limitation, certain confidential and/or proprietary financial, sales and distribution, marketing, research and development, organizational, technical and business information, policies or practices, portfolio holdings and securities related information and certain non-public personal or financial information received from or relating to third parties such as Client's own clients and customers or shareholders, as well as any "nonpublic personal information" which shall have the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102)(15 U.S.C. Section 6809) and implementing regulations thereof, as each may be amended from time to time.

- b. SCW agrees that, except as directed in writing by Client, it will not at any time during or after the term of the Agreement disclose the Confidential Information to any person whatsoever and that, upon the termination of the Agreement, it will turn over to Client all of Client's Confidential Information in its possession or control and provide Client written certification of SCW compliance thereof. SCW further agrees to bind its employees, agents and subcontractors to the confidentiality and other terms and conditions of the Agreement and to be liable for their compliance therewith. SCW shall limit internal disclosure of the Confidential Information to its employees and agents who have a need to know the Confidential Information for purposes of performing this Agreement. This provision shall survive the termination or expiration of this Agreement.
- c. SCW agrees to take appropriate actions to address incidents of unauthorized access to the Confidential Information including immediate notification to Client of any such incident, but in no event shall such notification be later than ten (10) days from the date that SCW is made aware of such unauthorized access.
- d. In the event SCW is provided access to any portfolio holdings or securities related information, SCW agrees not to trade on any such information, and to make best efforts to ensure that its employees, agents and subcontractors do not trade on such information. SCW agrees to comply with all applicable federal and state data privacy laws, including any requirements to establish and

maintain safeguards and a written information security program.

## 7. Intellectual Property & Warranties

- a. Client acknowledges that the CBT Materials are copyrighted and/or otherwise consist of data, concepts, technology, and intellectual property proprietary to SCW and are the sole property of SCW.
- b. SCW shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the operation of the Services.
- c. SCW represents and warrants to Client that:
  - i. the CBT Materials, including any updates with respect thereto and any support services required to effectively deliver the CBT Materials and updates to them are complete and fit for their intended use;
  - ii. that it has the experience and ability to deliver the CBT Materials, updates and support services required by the Agreement;
  - iii. it is duly organized and in good standing under the laws of the jurisdiction in which it is organized;
  - iv. it is not currently the subject of voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary provision, and is not aware of any claim for the filing of an involuntary petition; that it will perform said required support services in a professional, competent and timely manner;
  - v. that it has the power to enter into and perform the Agreement;
  - vi. that its performance of the Agreement and Client's use of the CBT Materials shall not infringe upon or violate the rights of any third party's intellectual property rights or violate any federal, state and municipal laws, and
  - vii. that all industry standard protocols and practices, including backing up of data, use of redundant hardware and storage devices and protections from viruses and other malicious attacks, will be used to protect Client's data.
- d. Client warrants that Client's logo is the sole property of Client

## 8. Indemnification

- a. SCW agrees to defend, indemnify and hold harmless Client, its subsidiaries and affiliates and their respective successors, assigns, employees, officers, directors and agents (each an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, losses, liabilities, damages and costs, including reasonable legal fees and expenses brought against or suffered by any Indemnified Party, alleging that the CBT Materials or any associated services provided pursuant to the Agreement (collectively, "SCW Intellectual Property" herein), or any part thereof, infringe any patent, copyright, trademark, trade secret or other intellectual property interest in any country. In the event of an infringement, SCW shall at no additional charge to Client promptly replace, in whole or in part, the infringing SCW Intellectual Property with a substantially compatible and functionally equivalent products or modify the SCW Intellectual Property to avoid the infringement. Should it be commercially unreasonable to make the SCW Intellectual Property non-infringing, SCW shall accept the return of the infringing SCW Intellectual Property and refund to Client the applicable fees paid. Furthermore, SCW shall defend, hold harmless, and indemnify the Indemnified Parties from and against any liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, which any Indemnified Party may suffer by reason of any claims, demands, actions, or suits arising from or related to SCW' breach of the Agreement under this clause. Client may, at its own expense, assist in such defense if it so chooses, provided that SCW shall control such defense and all negotiations relative to the settlement of any such claim. This provision shall survive the termination or expiration of this Agreement.
- b. If a third-party claims that Client's use of the SCW Intellectual Property (other than related to the Client Information) infringes that Party's patent, copyright or other proprietary right, SCW will defend Client against that claim at SCW's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by SCW, provided that Client:
  - i. Promptly notifies SCW in writing of the claim; and
  - ii. Allows SCW to control, and cooperates with SCW in, the defense and any related settlement.

If such a claim is made, SCW could continue to enable Client to use the SCW Intellectual Property or to modify it. If SCW determines that these alternatives are not reasonably available, SCW may terminate the SCW Intellectual Property (without any liability to Client) upon notice to Client and with the return of any prepaid and unused fees.

#### 9. Limitation on Liability

Except for SCW's obligations in Section 8 concerning Indemnification and Section 6 concerning Non-Disclosure, in no event will either party's liability to Client arising under this Agreement exceed an amount equal to the amount of the fees received by SCW for Services under this Agreement during the 12-month period immediately preceding the date the cause of action arises.

#### 10. Insurance

SCW shall, during the term of the Agreement, maintain appropriate insurance, including:

- a. Worker's compensation insurance in an amount satisfying applicable laws, and employers' liability insurance in an amount not less than \$1,000,000 per occurrence;
- b. Commercial general liability insurance, including products, completed operations liability and personal injury, advertising liability and contractual liability with a minimum combined single limit of \$5,000,000 per occurrence;
- c. Errors and omissions insurance with a limit of liability not less than \$5,000,000.

#### 11. Independent Contractor

SCW acknowledges that any Services rendered under the Agreement shall be solely as an independent contractor. SCW shall not enter into any agreement or commitment on behalf of Client. SCW further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. SCW shall not be subject to Client's control or direction in the manner of its performance under this Agreement. It is expressly understood that this undertaking is not a joint venture.

#### 12. Governing Law

The Agreement and any controversies arising hereunder shall be interpreted and adjudicated in accordance with the Laws of the State of New York. The courts of the state of New York will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of or in

connection with this Agreement, except that a Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction and SCW may bring proceedings against any Subsidiary in any jurisdiction in which that Subsidiary is located

#### 13. Default

Failure to honor the material terms and conditions contained in the Agreement on the part of either Party shall constitute a default under the Agreement. The non-defaulting Party shall give written notice of default via Certified Mail, return receipt requested, or overnight carrier of the specific nature of the default and allowing the defaulting Party ten (10) business days from receipt of the written notice to cure the default. Should the defaulting Party fail to cure the default within the specified time period, the non-defaulting Party thereafter shall have the right to declare the Agreement void and terminate the remaining obligations under the Agreement except those that are intended by their terms to survive. In the event of default by SCW, it will provide Client a prorated refund for fees previously paid and unused for the period starting on the date of termination to the end of the Subscription Term. For purposes of clarity, the foregoing is not intended to in any way limit Client's rights in law or equity with respect to such default/breach or otherwise.

#### 14. Other Provisions:

- a. Office Rules – SCW will not enter Client premises to perform services under this Agreement. Client is fully responsible for deployment of the Service in its organization. SCW will only support such deployment remotely.
- b. Gratuity – SCW shall not offer or give a gratuity of any type to any Client employee or agent.
- c. Severability – In the event that any provision of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the Agreement shall continue in full force and effect without said provision; provided that no such severance shall be effective if it materially changes the economic benefit of the Agreement to either Party.
- d. Waiver – The failure of either Party to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.
- e. Non Assignability – Neither Party hereto may assign the Agreement or its rights and obligations under the Agreement without the written consent of the

other Party, which consent will not be unreasonably withheld, provided, however, that SCW's consent shall not be withheld for any complete or partial assignment made by, between or among entities within the Client's worldwide enterprise, or if such assignment or transfer is made as the result of (i) a corporate merger, (ii) a sale of all or substantially all of the corporate assets of such entity, (iii) a sale of a controlling interest in such entities' corporate stock, (iv) a corporate reorganization, or (v) as a result of a corporate name change. No additional fees or costs shall be associated with any assignment permitted hereunder. In the event an entity member of Client's enterprise shall become an independent entity, Client may assign to the former entity member of Client's enterprise the number of licenses then in use on the same terms and conditions as are contained in the Agreement. Neither Client nor the former entity member of Client's enterprise shall owe any further remuneration for licenses already paid for, and there shall be no transfer fees associated with such assignment. Additional licenses, if any are needed by the former entity member of Client's enterprise, will be available to the former entity member of

Client's enterprise at the same prices available to Client under the Agreement, for a period of one (1) year from the date of assignment.

- f. Third Party Beneficiary Rights – Nothing in the Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than Client and SCW.
- g. Sections 6 through 15 of these terms and conditions shall survive any termination of this Agreement.
- h. The Convention on Contracts for the International Sale of Goods, and the Virginia Uniform Computer Information Transactions Act, do not apply.

#### 15 Entire Agreement and Notice

The Agreement, along with all exhibits, SCW Invoices, appendices and any additional agreement concerning disclosure provided by Client contain the entire understanding of the Parties and may not be amended without the specific written consent of both Parties. Any required notice shall be given at the Parties' respective addresses set forth in the SCW Invoice. For clarity, the terms of this Subscription Agreement will take precedence over any additional terms in any Purchase Order issued by the client.

**Secure Code Warrior Inc.** DocuSigned by:

Signature:

  
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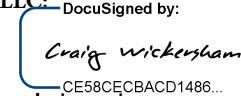
Name: **Pieter Danhieux**

Title: **CEO**

Date: **March 25, 2021**

**AppDynamics LLC.** DocuSigned by:

Signature:

  
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Name: **Craig Wickersham**

Title: **General Counsel**

Date: **March 24, 2021**



## THE SERVICE LEVEL SCHEDULE

### Definitions

Agreement	Shall mean the agreement between the parties to which this schedule is appended;
Service	Means the online security training service to be provided by SCW to the Customer and the Subsidiaries;
Customer Help Desk	Means the internal support desk established by the Customer and the subsidiaries that are qualified to support the Services within the Customer's operations;
Business Day	Shall mean a Day on which the Customer or the Subsidiaries are open for business at a office location using the Service
Day	Means a calendar day;
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	Means the time period commencing with notification from the Customer or a Subsidiary of an incident and ends with the initial response from SCW;
Resolution Time	Means the time period commencing with notification being received from the Customer or a Subsidiary and ending with a response or deemed response from the Customer Help Desk that an item has been resolved.
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;
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 and the Subsidiaries receives the Services;
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 and the Subsidiaries has subscribed to the Service;
Service Up Time Percentage	means the total number of minutes in a 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 downtime;
Up Time	Has the meaning set out in 2(e)(iii) of the Service Levels;

## Services Specification

### 1. General

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

### 2. Services Overview

- a. SCW shall supply Customer and the Subsidiaries with an online security training service incorporating the following production environment services
  - i. 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
  - ii. Maintenance and Support Services during the Service Hours
  - iii. Data back-ups in accordance with section 5
  - iv. Application management: (1) application upgrades, (2) delivery of application maintenance updates
- b. SCW shall monitor and manage all components used to deliver the Service during the Service Hours throughout the Term
- c. 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 and the subsidiaries to advise SCW of any anticipated material changes to the use of the Service

### 3. Reporting

- a. SCW shall make available to authorized Support Contacts a monthly management report detailing the performance of the Service against the Service Levels

## Maintenance and Support Services

### 1. Release Strategy

- a. SCW will inform Customer and the Subsidiaries 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 or a Subsidiary, such new releases to the Service shall be made at no cost to the customer
- c. SCW shall document any such changes in release notes which shall be made available to the Customer and the Subsidiaries as soon as possible, but no later than the date any new release is issued.

### 2. Support Services & Responsibilities

- a. SCW shall provide the support services in English
- b. SCW shall notify Customer of all incidents that may 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 or 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 and the Subsidiaries shall be responsible for:
- i. Raising incidents to the SCW help desk through a centralized Customer Help Desk
  - ii. The Customer and the Subsidiaries must nominate at least 2 and not more than [X] 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 by email by an authorized Support Contact to [support@securecodewarrior.com](mailto:support@securecodewarrior.com).
  - iv. No phone support is provided directly to Users.
  - v. The Customer and the subsidiaries must not publish SCW's contact details on their intranet, website or anywhere else.

### 3. Incident Management

- a. 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 incident, to be mutually agreed between the parties.

### 4. Incident Categorization

<b>Class A – Severe Impact</b>	<b>Provision of Service Failure</b> An incident that results in the loss of all or a significant portion of the service and impacts a majority of the users.
<b>Class B – Major Impact</b>	<b>Provision of Service Failure</b> The service is accessible by means of a workaround, or only a small number of users are impacted Or An Error which materially affects the performance of the Service in a negative manner or materially restricts the Customer's and the Subsidiaries' use of the Service
<b>Class C – Moderate Impact</b>	Incidents occur which do not individually represent a failure of the service, but are agreed as defects Or An Error which has only a minor effect on the Customer's and the Subsidiaries' use of the Service or an Error which is not a Severity 1 or 2 Error
<b>Class D – Low Impact</b>	A general question or concern raised by the Customer or the Subsidiaries concerning the use or implementation of the Service

### 5. Response Times

The SCW help desk will acknowledge receipt of the incident report within no more than one hour.

### 6. Resolution Time

In the event of a class A incident SCW will immediately assign necessary staff to work on the incident until resolved or a workaround is provided to the Customer or the Subsidiaries.

For class B and C incidents SCW and the Customer or the Subsidiaries will agree an acceptable timeframe within which the incident should be resolved, such agreement to occur within 2 working days for a class B incident and 10 working days for a class C incident.

For Class D incidents within such period of time as SCW deems appropriate given the nature of the question or concern

7. Closure of Incidents

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

Services Levels

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 an 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.

2. Uptime and Performance Service Levels

- a. The Service Levels apply to the SCW training 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.

	System Response Time	% of Service Period that Response Times will be met
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Targeted	5 seconds	90%
Contracted	10 seconds	99%
Contracted	15 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%.
  - 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
- 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

### 3. Maintenance Windows

- a. The provisions for scheduled maintenance are as follows:-

Frequency	Weekly
Duration	Maximum of two (2) hours
Time	Monday 11am-1pm Sydney time (AEST/ADST)

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

### 4. Service Level Exclusions

- a. The parties agree that the Service Levels shall not apply if one or more of the following exists:
  - i. Suspension of the Service to carry out planned or routine maintenance
  - ii. Adverse impact on Up Times or Response Times due to the malfunction of Customer owned or controlled firewalls, networks or connectivity.
  - iii. Adverse impact on Up Times or Response Times due to a Force Majeure event(s)

## 5. Back-Ups

- b. SCW shall take a backup of all Customer and Subsidiary 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
- c. Such backup shall be stored at a separate, secure, location to the production environment
- d. Backup data shall only be used for resolving an incident reported by the Customer or a Subsidiary