



**THIS STANDARD SERVICE LEVEL AGREEMENT (“SLA”)** is entered into between:

- (1) **Polaris Network Security, JSC**, a company incorporated under the laws of Vietnam and having its registered address at 45 Vo Thi Sau, Da Kao Ward, District 1, Ho Chi Minh City, Vietnam, Tax code - 0316717812 (“**Polaris**” or the “**Party A**”); and
- (2) The recipient of Services and Works, (“**Customer**”)

Each, a “**Party**” and together, the “**Parties**”

## **WHEREAS**

The Customer wishes to acquire, and Party A agrees to provide Web Application and API Protection services in accordance with the terms and conditions as set out in this SLA.

The Parties agree as follows:

## **1 INTERPRETATION**

The following definitions apply in this SLA.

**Available Services:** any of the services and products that may be provided to the Customer by Party A.

**Business Hours:** a standard work week of Monday through Friday from 8:00 AM – 6:00 PM, Ho Chi Minh City, Vietnam time. These hours preclude holidays.

**Confidential Information:** in relation to either Party, any and all written or oral form of non-public information including the business policies or practices, information received from others that the Party is obligated to treat as confidential, as well as other information that such Party designates as being confidential or ought to be treated as confidential.

**Cyber Incident:** any adverse events with a negative consequence as defined in NIST Special Publication (SP) 800- 61 revision 2, “*Computer Security Incident Handling Guide*”, as may be updated or replaced from time to time.

**Deliverables:** all documents, items, plans, products, goods, and materials supplied by Party A, including any methodologies, ideas, designs, computer programs, data, and reports, in whatever form, which are developed, created, written, prepared, devised, or discovered by Party A’s employees in relation to the Works.

**Downtime:** the amount of time that the Polaris system is physically operationally unavailable, or that Polaris Customer Success is unavailable for a response outside of the established time guidelines in this Service Level Agreement.

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**Polaris Network Security, JSC**

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**Force Majeure:** a natural and unexpected event outside of Party A's control that prohibits expected course of events and operations, such as hurricanes, earthquakes, etc.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications which subsist or will subsist now or in the future in any part of the world.

**Service Charges:** the sums payable for the Works.

**Subscription:** a length of one year from which the Services are provisioned by Party A to the Customer. The subscription commences on the date of the SLA's signing by both parties and concludes 365 calendar days later.

**Works:** the products and services which are provided by Party A to the Customer.

## **2 COMMENCEMENT AND DURATION**

- 2.1 This SLA shall commence on the date of signing and shall continue until terminated in accordance with clause 6.
- 2.2 During the term of this SLA, the Customer may update their Works to procure any of Party A's additional Services at any time.
- 2.3 The signing of this SLA indicates the Customer has read and has agreed to the Polaris Terms of Service.

## **3 PARTY A'S OBLIGATIONS**

- 3.1 Party A shall use reasonable efforts to provide the Works with a platform uptime of 99.99%. Platform downtime and unavailability may equal an average of:
  - (a) Daily: 1m 26s
  - (b) Weekly: 10m 4s
  - (c) Monthly: 43m 49s
  - (d) Quarterly: 2h 11m 29s
  - (e) Yearly: 8h 45m 56s



- 3.2 In the case of a cyber incident or technical issue, Polaris will acknowledge receipt of the Customer's message with a response according to the table below during business hours no later than the next business day:

Critical – Customer operations are significantly disrupted and unavailable from multiple Internet Service Providers (“ISPs”), global disruption of services, due to technical issues or attacks

Serious – Customer operations are disrupted and unavailable from a single ISP, localized issues to one website or server, due to technical issues or attacks

Suspicious – Non-critical issues that do not significantly affect customer operations, i.e., system bugs

Routine – General issues or questions that are not critical to Customer operations, i.e., information requests, service updates

Response Level	Standard Plan
Critical	< 4 hours
Serious	< 6 hours
Suspicious	< 48 hours
Routine	< 48 hours

- 3.3 At any time, the Customer may contact Party A to discuss platform metrics and performance related to their service and web applications via the service email.

- 3.4 Issues and incidents will be considered resolved upon:

- (a) Customer concurrence of resolution;
- (b) The issue is out of Polaris' scope, i.e., another 3<sup>rd</sup> party is the primary responsible partner or vendor;
- (c) Customer does not respond to Polaris assistance or communications within a seven (7) day period.

#### 4 CHARGES, PAYMENT AND TIME RECORDS

- 4.1 The Customer shall pay the non-refundable Service Charges provided on each invoice issued to it by Party A, in full without deduction and in cleared funds to the designated bank account of Party A, within 14 days of the invoiced due date or completion of Party A's provision of Works.



- 4.2 If the Customer fails to make payment of an invoice on or before the final Due Date:
- (a) Party A may suspend part or all of the Works until payment has been made in full.
- 4.3 All Service Charges shall be exclusive of value added tax (VAT) or any equivalent tax chargeable and will be included on all purchase orders and invoices.
- 4.4 In the case Party A fails to meet the standards in clause 3 in respect to obligations, Party A will credit the Customer with the equivalent of one day's Services Charges for each hour of downtime, subject to a maximum credit of 15% of the Service Charges for that month.

## **5 EXCLUSIONS**

- 5.1 Outages and/or loss or failure of service resulting from Scheduled Maintenance that may affect availability of all or any part of the Service;
- 5.2 Faults where the cause has been identified as being a malicious act or otherwise through the actions of another of the Customer's users that have been found to be in breach of the Customer's stated Acceptable Use Policy (AUP) or product terms and conditions;
- 5.3 Faults which are the result of misuse or interference by the Customer or any third party with the relevant Service;
- 5.4 Faults which are the result of data transmission originating from equipment owned or managed by the Customer;
- 5.5 Any outage and/or loss or failure of service caused by any act or omission of the Customer in breach of this SLA or other contract with the Customer;
- 5.6 Any outage and/or loss or failure of service resulting from the severance or break in the Customer's relevant telecommunications link outside the control of the Customer;
- 5.7 Any outage and/or loss or failure of service resulting from Force Majeure; and
- 5.8 Outages and/or loss or failure of Service to the extent caused or contributed to by any equipment not supplied by the Customer and/or in relation to which the Customer has not agreed to provide maintenance and/or support.

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