

# PROXY AIR REMOTE ACCESS SERVICE

## SERVICE LEVEL AGREEMENT (REV. OCT 2021)

The PROXY Air (the “Service”) is a cloud service hosted and managed by Proxy Networks, Inc. (“Proxy”) that provides secure and reliable remote access to endpoint computing devices.

The Service runs on the Amazon Web Services (AWS) platform, which provides scalable and redundant cloud computing infrastructure, including hardware, operating system software (Windows 2019), database software (MS SQL Server), and web software (MS IIS). Proxy provides and is responsible for the application software (PROXY Pro) that runs on AWS platform.

This Service Level Agreement (“SLA”) sets forth the responsibilities of Proxy as the service provider for the Service, as well as the Customer’s rights and responsibilities with respect to the performance of Service.

1. Definitions. For purposes of this SLA, the following terms have the meanings ascribed below:

- a. “Downtime” means when the Service is unavailable to Customer due to failure(s) in the PROXY Air software, as confirmed by both Customer and Proxy.
- b. “Monthly Uptime 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.
- c. “Term” is the period for the Service subscription purchased by the Customer.
- d. “Service Credit” means the percentage of the subscription fee paid by the Customer for the month in which Downtime is experienced.

2. Service Level Warranty. During the Term, Proxy will use all reasonable commercial efforts to make the Service operational and available to Customer at least 99.9% of the time in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this SLA, then Customer will be eligible to receive Service Credit as follows:

Monthly Uptime Percentage	Service Credit
99.5% - 99.9%	0
99.0% - 99.5%	5
90.0% - 99.0%	10
< 90.0%	30

3. Service Credit Processing. Service Credits will be applied to future subscription fees for the Service. Service Credits will not entitle you to any refund or other payment from Proxy. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

4. Customer Obligations. Customer responsibilities in support of this SLA include:

(i) Payment in full and on time for all subscription fees, and

(ii) Customer must open a support case at <https://www.proxynetworks.com/support> and identify the date and time of the Service Downtime. Failure to open a support case within 24 hours of Downtime occurrence may disqualify you from receiving a Service Credit.

5. Exclusions. The Service Level Warranty does not apply any performance issues that:

(i) are caused by strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure,

(ii) are caused by Customer's equipment or third-party equipment, or both (whichever is not within the primary control of Proxy), or

(iii) otherwise caused by Customer's violation of the restrictions or Customer responsibilities set forth in the Terms of Service.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Proxy to meet the Service Level Warranty.