

## 1. General.

This Nuclei Service Level Agreement ("SLA") is a policy governing the use of the Included Services (listed below) and applies separately to each account using the Included Services. In the event of a conflict between the terms of this SLA and any other agreement governing the use of the Included Services (the "Agreement"), the terms and conditions of the SLA apply, but only to the extent of such conflict. Capitalized terms used herein shall have the meanings set forth in the Agreement.

## 2. Definitions.

"Hourly Uptime Percentage" is calculated by subtracting from 100 % the percentage of deployed minutes during any clock hour in which a single customer's Nuclei Services were in a state of Unavailability. Hourly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Nuclei SLA Exclusion.

"Monthly Uptime Percentage" is calculated by subtracting from 100 % the percentage of minutes during the month in which any of the Included Services, as applicable, were in the state of Unavailability. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Nuclei SLA Exclusion.

A "Service Credit" is a non-cash credit in United States Dollars against the customer's account, calculated as set forth above, that Nuclei may credit back to an eligible account.

"Available" and "Availability":

- (i) For Nuclei Capture and Nuclei AI, the percentage of messages processed by the Service during each 5-minute interval that do not fail with Errors. If End-User or VAR did not make any requests in a given 5-minute interval, that interval is assumed to be 100 % available.
- (ii) For Nuclei Recording, for a given End User's use of Nuclei Recording, the percentage of 5-minute intervals during a monthly billing cycle in which, at any point during the 5-minute interval the application is either (a) in a pre-planned maintenance window or (b) in a running state and able to process data.

## 3. Included Services.

- (i) Nuclei AI
- (ii) Nuclei Capture
- (iii) Nuclei Recording

## 4. General Service Commitment.

Nuclei will use commercially reasonable efforts to make the Service(s) available with a Monthly Uptime Percentage, during any monthly billing cycle, of at least 99.95 % (the "Service Commitment"). In the event Nuclei does not meet the Service Commitment, a customer will be eligible to receive a Service Credit as described below.

## 5. SLA Exclusions.

The Service Commitment does not apply to any unavailability, suspension or termination of Nuclei Services, or any other Service performance issues:

- (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Nuclei;
- (ii) that result from any voluntary actions or inactions from customer or any third party (e.g. scaling of provisioned capacity, misconfiguring security groups, VPC configurations or credential settings, disabling encryption keys or making the encryption keys inaccessible, etc.);

(iii) that result from customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or

(iv) arising from Nuclei's suspension or termination of customer's right to use Nuclei Services (collectively, the "Nuclei SLA Exclusions"). If availability is impacted by factors other than those explicitly used in Nuclei's Monthly Uptime Percentage calculation, then Nuclei may issue a Service Credit considering such factors at its discretion.

## 6. Service Credits.

Services Credits are calculated as a percentage of the total charges paid by a customer to Nuclei for the monthly billing cycle in which the Monthly Uptime Percentage fell within the ranges set forth in the table below.

<u>Monthly Uptime Percentage</u>	<u>Service Credit Percentage</u>
▪ Less than 99.95 % but greater than or equal to 99.0 %	5 %
▪ Less than 99.0 % but greater than or equal to 95.0 %	10 %
▪ Less than 95.0 %	20 %

## 7. Credit Request and Payment Procedures.

To receive Service Credits, a customer will need to submit a claim by opening a case in the Nuclei Support Center. To be eligible, the credit request must be received by Nuclei by the end of the second billing cycle after which the incident occurred and must include:

- (i) The words "SLA Credit Request in the subject line.
- (ii) The billing cycle and end customer with respect to which customer is claiming Service Credits, together with the Monthly Uptime Percentage for the billing cycle and the specific dates, times, and availabilities for each 5-minute interval with less than 100 % availability throughout the billing cycle.

If the Monthly Uptime Percentage of such credit request is confirmed by Nuclei and is less than the Service Commitment, then Nuclei will issue the Service Credits to customer within one billing cycle following the month in which the credit request occurred. Failure to provide the credit request and other information as required above will disqualify customer from receiving Service Credits.

## 8. Incident Categories.

Nuclei classifies incidents according to their urgency and impact in one of four (4) categories:

- (i) Emergency: Complete failure of the Service, impacting all users.
  - Loss of capturing function or data, or if it persists, would result in such loss.
  - Data corruption causing a failure of the Service or of a Service subsystem to process data.
- (ii) Priority 1: Service operates in a significantly degraded mode, with impact on its main functions.
  - One or more subsystems are not operating, but only a subset of users is impacted.
  - Loss of connectivity to the downstream compliance archive.
- (iii) Priority 2: Incident which impacts the proper usage of the Service, but no critical systemic issues.
  - One or more subsystems are not working properly, but no core functionality is degraded.
  - Degradation of access for routine administrative capability.
- (iv) Priority 3: Incident, which does not impact the functionality of the Service.
  - No degradation of the Service or of one of its subsystems, and no user impact.
  - Any other incident or request that is not covered by the previous categories.

**9. Support Hours and Response Times.**

Incident Category	Start	Ends	Days/Week	Response Time
Emergency	08:00 ET	17:00 ET	Monday – Friday	1 business hour
Priority 1	08:00 ET	17:00 ET	Monday – Friday	4 business hours
Priority 2	08:00 ET	17:00 ET	Monday – Friday	8 business hours
Priority 3	08:00 ET	17:00 ET	Monday – Friday	24 business hours

Note: Business hours are Monday- Friday, 08:00 – 17:00 Eastern Time. Federal holidays in the United States are excluded and do not count as business hours.

**10. Support Resources.**

Channel	Location
Support Center	<a href="https://nuclei.zendesk.com">https://nuclei.zendesk.com</a>
Web	<a href="https://support.nuclei.ai">https://support.nuclei.ai</a>

**11. Support Contacts.**

Role	Contact Details
Support Center	<a href="mailto:support@nuclei.ai">support@nuclei.ai</a>
Customer Success	<a href="mailto:customer.success@nuclei.ai">customer.success@nuclei.ai</a>
Escalations	<a href="mailto:escalations@nuclei.ai">escalations@nuclei.ai</a>