Upwind Security

—

SERVICE LEVEL AGREEMENT

1. **General**. The Company provides ninety-nine point nine percent (99.9%) uptime commitment for the Core Services (as defined below) as well as some priority support features to its Enterprise Plan customers that are eligible for such services in accordance with their written agreement(s) with the Company, as further indicated in this Service Level Agreement ("**SLA**"). *All capitalized terms not otherwise defined in this SLA are as set forth in the Company's Terms of Service (the "**Agreement**").*

2. **Access to Customer Success Services**. The Enterprise Plan includes access to customer success services to assist with the Platform's deployment, adoption and utilization, sharing advice and guidance related to optimizing the Customer's use of the Platform and/or Services. The support and maintenance services may be performed by the Company, an affiliate, a Partner, and/or a certified third-party provider thereof, and the Company shall remain responsible for such partis' performance thereof.

3. **Support Channels**. The Customers may submit a support request regarding an Error (as defined below) (a "**Support Request**") using the following support channels, which are available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year:

   3.1. Support email – the support team can be contacted via the contact form on the Company's website (the "**Site**") or at support@upwind.io, using the email registered with the Enterprise account.
   3.2. Support chat – the Platform's support icon allows Users to open a live chat with the support team.
   3.3. Self-service knowledge base – the documentation icon allows Users to access the knowledge base for support information, using the Company's comprehensive tutorials, guides and articles about the Platform and Services, as available at https://docs.upwind.io.

4. **Error Response Time**.

   4.1. Errors should be reported by the Customer to the Company through any of the support channels listed above. An "**Error**" means any incorrect functioning of the Platform that is verifiable and reproducible and which results in the failure of the Platform to operate in material compliance with the functionalities set forth in the Documentation (as defined below). The Company shall define the severity classification of the reported Error and shall respond to the Error according to the respective Response Time (as defined below) per the table below:

Severity	Description	Response Time
Critical	Service Unavailability (as defined below).	Immediate but within thirty (30) minutes
High	Core Services' major functionality is impacted, their performance is significantly degraded, or the Error is persistent and affects many Users. No reasonable workaround is available.	Immediate but within one (1) hour
Medium	Platform performance issue or a material bug affecting Users or functionalities. Reasonable workaround is available.	Within twelve (12) hours
Low	Bug or other technical issues affecting Users. Reasonable workaround is available.	Within twenty-four (24) hours

   4.2. "**Response Time**" means the period between the time when the Error was fully reported and the time when an initial acknowledgement was published in the status page available at https://status.upwind.io (the "**Status Page**"), the Site, the Platform, and/or an email to the Customer, by the Company's personnel.
   4.3. For Critical Errors, Company personnel shall work on a resolution 24/7 until it is resolved, and it shall send the Customer a status report and/or publish updates on the Status Page, Site or Platform, by email and/or by any other designated way, every thirty (30) minutes.
   4.4. The Company must be able to reproduce the reported Error in order to attempt to resolve it. The Customer shall cooperate and work closely with the Company personnel to reproduce the Error, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to the Customer's approval on a case-by-case basis, Users may be asked to approve access to their user accounts, computers and/or network, for troubleshooting for the Company personnel.

4.5. "**Documentation**" means the Company's standard user documentation, whether in hard copy, or in any electronic form or other media (generally made available by the Company to other Platform customers), describing the use, features and operation of the Platform.

5. **Service Monthly Uptime**.

5.1. Core Services shall be available no less than 99.9% of the time, twenty-four (24) hours a day, seven (7) days a week (including holidays), measured per calendar month, subject to Section 5.2 below. "**Core Services**" means the Platform's core services, as identified in the Status Page, and excluding without limitations: (a) Third Party Services integrated or otherwise interfaced with the Core Services, whether developed by the Company or a third party and (b) any products or features identified as trial, pre-release, pilot, alpha, beta or similar.

5.2. "**Service Unavailability**" is the number of minutes in a given calendar month in which the Core Services were unavailable to the Customer, as measured per the Company's monitoring service available at the Status Page, as may be updated from time to time, excluding events (which should not be regarded as a Service Unavailability event where the Platform was unavailable):

5.2.1. due to an incident outside the Company's reasonable control, including acts of God, acts of government, insurrection, war, riot, global health emergency or pandemic/disease, explosion, fire, flood, earthquake, unavailability of telecommunications and internet service, including due to power shortage or provider's systems, or another catastrophic event ("**Force Majeure Events**");

5.2.2. due to planned maintenance, provided that the Company provides the Customer at least three (3) days' advance notice (by posting an announcement on the Status Page, the Site, the Platform, and/or by sending the Customer an email) that the Platform shall be unavailable due to maintenance and/or upgrading;

5.2.3. resulting from (a) the Customer's and/or a third party's software, network, links, products, services, widgets, apps, integrations, hardware or other equipment; (b) the Customer's or anyone on its behalf's use of the Platform in violation or in a manner not authorized in the Agreement; (c) the Company's awaiting for information or access from the Customer which is required for providing the Platform and/or Services or awaiting the Customer confirmation that the Platform and/or Services have been restored; and/or (d) a Distributed Denial of Service (DDoS) attacks and/or other unlawful activity;

5.2.4. for a duration of up to forty-five (45) consecutive minutes in which the Platform and/or Services were available in a 'Read-Only Mode' (where the Platform is displayed but cannot be edited or modified); and

5.2.5. where unavailability is caused by the other support exclusions and/or the Customer's non-compliances specified under Section 7 below.

6. **Service Level Credits**.

6.1. Solely to the extent the Customer is not in breach of the Agreement, as a remedy for Service Unavailability, subject to the terms of this Section 6, the Company shall credit the Customer's account (or the applicable Partner in the name of the Customer where the Customer purchased and paid for the Platform and/or Services through a Partner) with the applicable credit percentage in accordance with the applicable Monthly Uptime Percentage per the following table ("**Credit**"):

Monthly Uptime Percentage	**Credit Percentage**
Less than ninety-nine point nine percent (99.9%) but greater than or equal to ninety-nine percent (99%)	five percent (5%)
Less than ninety-nine percent (99%) but greater than or equal to ninety-eight percent (98%)	fifteen percent (15%)
Less than ninety-eight percent (98%)	thirty percent (30%)

6.2. "**Monthly Uptime Percentage**" means, as expressed as a percentage, the (a) total minutes in the relevant calendar month *minus* the number of Service Unavailability minutes, *divided* by (b) the total minutes in the relevant calendar month.

6.3. Credit shall be calculated by multiplying the applicable credit percentage per the table above by one twelfth (1/12) of the annual Fees (if the Customer has an annual Subscription Plan). If the Customer purchased and paid for the Platform and/or Services through a Partner, then such fees calculations shall be based on the fees payable by the applicable Partner to the Company.

6.4. The Company will apply Credit only against the Customer's future payments obligations otherwise due from the Customer under the Agreement (whether for the Fees or for any Upgrade). Where the Customer purchases and pays for the Platform and/or Services through a Partner, the Partner shall be solely responsible for issuing the appropriate amounts to the Customer against its future payment obligations. Credit will not entitle the Customer to any monetary refund by the Company and may not be transferred or applied to any other account or product.

6.5. To receive Credit, the Customer's admin shall submit to the Company a detailed Credit request via support@upwind.io within ninety (90) days following the Service Unavailability incident, and the Customer's failure to submit it within such period will disqualify it from receiving Credit.

6.6. The aggregated maximum Credit to be issued by to the Customer in a single calendar month will not exceed one hundred percent (100%) of the amount invoiced for the affected Subscription in that invoice billing period, and the excess amount will be forwarded to the next billing cycles until fully credited or no further payments are due (in such case, any excess shall be relinquished).

7. **Other Terms and Exclusions**.

7.1. The Company shall not be required to correct any Error resulting from:

7.1.1. a Force Majeure Event;

7.1.2. Trial Service Pre-Released Services;

7.1.3. negligence, fraud, or willful misconduct of the Customer, its User(s), or third-party acting on its behalf;

7.1.4. alteration of the Platform not expressly pre-approved in writing by the Company;

7.1.5. the Customer-directed instructions or adjustments;

7.1.6. hardware, software, or another mean or equipment that is outside the direct operational control of the Company, including third-party platforms or systems not provided by it;

7.1.7. using the Platform not as permitted in the Agreement and Documentation;

7.1.8. integrating the Platform's software with equipment or software not authorized or provided by the Company or otherwise approved by it in the Documentation; and/or

7.1.9. the Customer's failure to implement an available Update per Section 7.3 below or if such Error would have been avoided if a more updated version of the Platform had been used.

7.2. The Company's obligations hereunder are subject to the Customer's following responsibilities:

7.2.1. the Customer's prompt and accurate reporting to the Company of any Error through the designated support channels, including a detailed description of the Error, its *bona fide* estimation of severity level and business impact;

7.2.2. the Customer's consent, that is implicit by using the support services hereunder, to receive support-related communications via the Company's designated channels;

7.2.3. the Customer's full cooperation with and assistance to the Company in connection with the support services hereunder, including conducting diagnostic or troubleshooting activities as requested and appropriate and providing all reasonable information and documentation and designating qualified personnel on its behalf familiar with the Error and available for the Company in connection therewith and until resolved;

7.2.4. the Customer's timely execution of remedial actions recommended by the Company;

7.2.5. the Customer's full compliance with its obligations under the Agreement, including payment obligations.

7.3. Support services hereunder shall only be provided for the Platform's software's latest version and version(s) released during the sixty (60) days prior to the respective Support Request.

8. **Exclusive Remedies**. Notwithstanding anything elsewhere to the contrary, the award of Credit per Section 6 above and the Company's actions in accordance with Section 4 above shall be the Customer's sole and exclusive remedies available for the Customer for (a) any failure by the Company to meet its obligations under this SLA and (b) any Error in the Platform and/or Services.

9. **Changes to this SLA**. The Company may modify this SLA at any time, provided that if it makes any changes that materially adversely decrease the level of service, then it shall notify the Customer by posting an announcement on the Site, via the Platform and/or by sending the Customer an email.

Last Updated: September 2025