

## PrivIQ Service Level Agreement

### 1. General

PrivIQ provides 99% uptime commitment as indicated in this Service Level Agreement (“Service Level Agreement” or “SLA”).

All capitalized terms not otherwise defined in this SLA are as set forth in PrivIQ’s Terms of Service or such other agreement executed between the Parties, as the case may be (each shall be referred to herein as the “Agreement”).

### 2. Access to Customer Success Services

The Service includes access to customer success services to assist with the Service deployment, adoption and utilization, sharing advice and guidance related to optimizing Customer’s use of the Service.

### 3. Support Channels

3.1. All PrivIQ support channels are available 8 hours per day, 5 days a week (Monday – Friday) – UK Time.

3.2. Email support – PrivIQ support team can be contacted through the contact form available at PrivIQ website or via the support email: [support@priviq.com](mailto:support@priviq.com)  
Please make sure to contact us via your email registered with your Account.

### 4. Error Response Time

4.1. Errors should be reported by Customer to PrivIQ through any of the support channels listed above. An “Error” means any incorrect functioning of the Service that is reproducible, and which results in the failure of the Service to operate in full compliance with the functionalities set forth in the documentation. PrivIQ shall define the severity classification of the reported Error and shall respond to the Error according to the response time set forth in the table below:

Severity	Description	Response Time
Critical	Service Unavailability (as defined below).	Immediate but within 2 hours
High	Major functionality in the Core Service is impacted, or the Core Service performance is significantly degraded, or the Error is persistent and affects many Users. No reasonable workaround is available.	Immediate but within 4 hours
Medium	Service performance issue or a material bug affecting some Users or some functionalities. Reasonable workaround is available.	Within 24 hours
Low	Bug or other technical issue affecting some Users. Reasonable workaround is available.	Within 24 hours

4.2. “Response Time” means the period between the time when the Error was reported in full, and the time when an initial acknowledgement was published on the Sites, via the Service and/or by sending Customer an email by any of PrivIQ’s personnel.

4.3. For Critical Errors PrivIQ personnel shall work on a resolution 24/7 until such Error is resolved, and PrivIQ shall send Customer a status report and/or publish updates on the Sites, via the Service, by email and/or by any other method designated for such purpose.

4.4. PrivIQ must be able to reproduce the reported Error in order to attempt to resolve it. Customer shall cooperate and work closely with PrivIQ personnel to reproduce the Error, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to 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 purposes for the PrivIQ personnel.

## **5. Service Monthly Uptime**

5.1. The Core Service shall be available no less than 99% of the time, twenty-four (24) hours per day, seven (7) days per week (including holidays), measured on a calendar monthly basis, subject to Section 5.2 below.

5.2. “Service Unavailability” is defined as the number of minutes in a given calendar month in which the Core Service was not available to Customer, excluding the exclusions set forth in this Section 5.2, as measured according to PrivIQ’s monitoring service. The following shall not be regarded as a Service Unavailability event:

5.2.1. Force Majeure. Where the Service was unavailable due to an incident which was not within the control of PrivIQ including unavailability caused by acts of God, acts of government, insurrection, war, riot, global health emergency, disease outbreak, explosion, nuclear incident, fire, flood, earthquake, global pandemic, unavailability of telecommunications and internet service due to general unavailability of telecommunication or internet service provider’s systems or other catastrophic event beyond the reasonable control of PrivIQ.

5.2.2. The Service was unavailable due to planned maintenance, provided that PrivIQ provides Customer at least three (3) days’ advance notice (by posting an announcement on the Sites, via the Service, and/or by sending Customer an email) that the Service shall be unavailable due to maintenance and/or upgrading.

5.2.3. The Service was unavailable (a) resulting from Customer’s and/or a third party’s software, network, links, products, services, widgets, apps, integrations, hardware or other equipment; (b) resulting from Customer’s or anyone on its behalf use of the Service in violation or in a manner not authorized in the Agreement; and/or (c) resulting from a Distributed Denial of Service (DDoS) attacks and/or other unlawful activity.

## **6. Service Level Credits**

6.1. Solely to the extent Customer is not in breach of the Agreement, as a remedy for Service Unavailability as defined above, subject to the terms of this Section 6, PrivIQ shall credit Customer’s Account (or the applicable Reseller in the name of Customer where Customer purchased and paid

for the Service through a Reseller) with the applicable credit percentage in accordance with the applicable Monthly Uptime Percentage as set forth in the following table (“Credit”). “Monthly Uptime Percentage” is defined as the number of Service Unavailability minutes out of the total minutes in the relevant calendar month.

Monthly Uptime Percentage	Credit Percentage
Less than 99%	2.5% of monthly fee
Less than 89%	5% of monthly fee
Less than 79%	7.5% of monthly fee

6.2. The Credit shall be calculated by multiplying the applicable credit percentage as shown in the table above (“Credit Percentage”) by:

- (i) the monthly fees payable by Customer to PrivIQ in the month in which the Service Unavailability has occurred (if Customer has a monthly Subscription Plan); or
- (ii) by 1/12 of the annual fees payable by Customer to PrivIQ (if Customer has an annual Subscription Plan). If Customer purchased and paid for the Service through a Reseller, then such monthly fees or annual fees calculations shall be based on the fees payable by the applicable Reseller to PrivIQ.

6.3. PrivIQ will apply a Credit only against Customer’s future payments obligations otherwise due from Customer under the Agreement (whether for the Subscription Fees or for any Upgrade). Where Customer purchases and pays for the Service through a Reseller, the Reseller shall be solely responsible for issuing the appropriate amounts to Customer against Customer’s future payment obligations. A Credit will not entitle Customer to any monetary refund by PrivIQ. Credits may not be transferred or applied to any other account or product.

6.4. To receive a Credit, Customer’s Admin shall submit to PrivIQ a detailed Credit request via support@priviq.com within ninety (90) days following the Service Unavailability incident (“Timeframe”). Customer’s failure to provide the request within the Timeframe will disqualify Customer from receiving a Credit.

6.5. The aggregated maximum number of Credits to be issued by PrivIQ to Customer in a single calendar month will not exceed 100% of the amount invoiced for the affected Service in that invoice billing period, and the excess amount will be forwarded to the next billing cycles until credited in full or until no further payments are due (in such case, any excess shall be relinquished).

## 7. Exclusive Remedies.

Notwithstanding anything elsewhere to the contrary, the award of Credits in accordance with Section 6 above, and PrivIQ’s actions in accordance with Section 4 above, shall be Customer’s sole and exclusive remedies available for Customer for: (1) any failure by PrivIQ to meet its obligations under this SLA; and (2) any Error in the Service.

## 8. Changes to this SLA.

PrivIQ may modify this Service Level Agreement at any time, provided that if PrivIQ makes any changes that materially adversely decrease the level of service, then it shall notify Customer by posting an announcement on the Sites, via the Service and/or by sending Customer an email.