

Appendix 2 – SUBSCRIPTION SUPPORT AND SERVICE LEVEL POLICY

1. DEFINITIONS.

- 1.1 **Defect.** Any error, omission, or deviation within the Subscription Service that prevents its successful operation in substantial conformance with the Documentation (except for nonconformity caused by (a) the use or operation of the Service with an application or in an environment other than that recommended in writing by Recorded Future, (b) modifications to or customizations of the Service without the express written authorization of Recorded Future, (c) accident, disaster or events beyond Recorded Future's reasonable control ("Force Majeure Event"), (d) misuse, fault or negligence of or by Customer, (e) use of the Service in a manner for which it was not designed, or (f) causes external to the Service such as, but not limited to, power failure or electrical power surges).
- 1.2 **Critical Error.** A Defect that causes the Subscription Service to be unusable.
- 1.3 **Significant Error.** A Defect that has a material impact on Customer's ability to use the Subscription Service.
- 1.4 **Other Error or Support Question.** A Defect that is not a Critical Error or a Significant Error. Support Question means request for information on how to effectively use the service.
- 1.5 **Relief.** A plan, workaround, process or other action to circumvent or address an Error, short of a Fix.
- 1.6 **Fix.** A software update or modification, or other action, that effectively eliminates an Error or cause of an Error.
- 1.7 **Response.** Receive an initial response from Recorded Future's support staff.
- 1.8 **Business Days.** Means any day except any Saturday, any Sunday, or any day which is a federal legal holiday in the US.
- 1.9 **Business Hours.** Means 9:00AM - 5:00PM Eastern Standard or Daylight Time, whichever is in effect on the date given.

2. SUPPORT COVERAGE.

- 2.1 **Support Contact.** support@recordedfuture.com | <http://support.recordedfuture.com/> | +1 (855) 476-9728
- 2.2 **Support Hours.** Twenty-Four (24) Hours a Day, Seven (7) Days a Week

3. **PREVENTATIVE SUPPORT.** Recorded Future will undertake reasonable efforts to prevent Defects. These efforts include, as appropriate: (i) advising Customer of all pertinent Defects encountered by other Subscription Service users; (ii) performing the remedial work required to prevent Defects encountered by other Subscription Service users from affecting Customer's Subscription Service use; (iii) proactively remedying any security flaws; and (iv) reviewing data provided by Customer on the Subscription Service operation to ascertain potential Defects.

4. **ERROR CORRECTION.** Recorded Future will undertake reasonable efforts to promptly correct any Defect. Customer may report a Defect via Phone, In-Product or Email Support. Company will make reasonable efforts to correct the Defect or provide an acceptable work-around or action plan within the following time frames, depending on Customer's classification of the Defect (subject to Recorded Future's reasonable agreement with such classification):

Priority	Response Time	Target Maximum Resolution Time	Type of Resolution
Critical Error	Max Four (4) Business Hours	Provide Relief to the Customer within Twenty-Four (24) Business Hours; and Provide a Fix within Seven (7) Business Days	Fix (Delivered upon availability)
Significant Error	Max Four (4) Business Hours	Max Seven (7) Business Days	Fix (Delivered at next scheduled update)
Other Error / Support Question	Max One (1) Business Day	Max Five (5) Business Days	Description of current best practice for service usage

SUBSCRIPTION SERVICE LEVEL POLICY

1. **GENERAL SUBSCRIPTION SERVICE PERFORMANCE CRITERIA.** The Subscription Service will be made available to Customer a minimum of ninety-nine and five-tenths percent (99.5%) of the time within any thirty (30) day period. "Availability" is defined as the ability to successfully transmit Subscription Service data between Customer and Recorded Future. "Unavailability" consists of the number of minutes that the Subscription Service was not Available to Customer, but will not include Unavailability: (a) to the extent that Customer does not promptly notify Recorded Future of such Unavailability; (b) resulting from (i) scheduled maintenance by Recorded Future, where Customer has received advance notice of such scheduled maintenance; or (ii) reasons outside of Recorded Future's control, including, but not limited to, acts or omissions of Customer or anyone gaining access through Customer's passwords or equipment; the flow of data to or from Recorded Future's network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other than Recorded Future or its hosting provider's data center facility; a service interruption caused by a security threat until such time as the security threat has been eliminated; Force Majeure Events; and emergency maintenance, of which Recorded Future will notify Customer as soon in advance as is practicable but will first endeavor to remedy the emergency.

2. **PERFORMANCE REMEDIES.** If the Availability of the Subscription Service for a Customer drops below 99.5% during a thirty (30) day period (except where Availability suffers due to the exclusions above), the Customer is eligible to receive a Service Credit equal to 10% of the monthly Subscription Fee for such month. Any Service Credits due are aggregated over the year and applied as a discount to the next annual bill or, in the case of the last year of a contract, the Subscription Term is extended at no charge, based on a pro-rata calculation of additional time due that equates to the value of the aggregated Service Credits. This represents Customer's sole and exclusive remedy, and Recorded Future's sole obligation, for Subscription Service Unavailability or failure to meet the Availability percentage.