

SERVICE LEVEL AGREEMENT

1. Service Level Commitment.

- a. **Commitment.** Radar's goal is to provide 99.9% uptime with respect to the Services during each calendar month of the Term, excluding Regularly Scheduled Maintenance (as defined below and any Excusable Delay. If in any calendar month an uptime of 99.9% is not met by Radar and you were materially negatively impacted (i.e., attempted to log into or access the Services and failed due to the unscheduled downtime of the Services), Radar shall provide, as your sole and exclusive remedy and Radar's sole and exclusive liability: (i) in the case of subscription Customers, a service credit equal to twenty percent (20%) of one month's fees for the Services. For purposes of this Service Level Agreement, "Excusable Delay" means any delay or failure in the Services which is due to causes beyond the reasonable control of either party hereto, including, but not limited to, issues caused by telecommunications and internet service provider(s), delays or failures involving hardware or software not within Radar's possession or control, acts of God, acts of the public enemy, acts of any governmental authority in its sovereign capacity, fires, floods, power outages, hurricanes, earthquakes, epidemics, quarantine restrictions, strikes or other labor disputes and freight embargoes.
- b. **Scheduled Maintenance.** Regularly Scheduled Maintenance time does not count as downtime. "Regularly Scheduled Maintenance" includes (i) planned downtime, which shall be any period outside of the hours of 6:00 a.m. to 9:00 p.m. Eastern Time, Monday through Friday and 8:00 a.m. to 5:00 p.m. Eastern Time Saturday, Sunday, and holidays, and (ii) scheduled maintenance for which Radar gives twelve (12) hours or more notice that the Services will be unavailable.
- c. **Unscheduled Maintenance.** Radar in its sole discretion may take the Services down for unscheduled maintenance and in that event will attempt to notify you in advance. Such unscheduled maintenance will be counted against the uptime guarantee. You are solely responsible for providing, at your own expense, all network access to the Services, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services.
- d. **Exclusive Remedy.** You may receive service credits only for up to two calendar months of Fees in any given calendar year. If Radar fails to meet its uptime commitments to you in two consecutive months, you may terminate this Agreement and will be entitled to a pro-rated refund of any prepaid, unused Fees. You shall not exercise the rights set forth in this Service Level Agreement without a reasonable basis or belief that the applicable service level commitment was not satisfied. THIS SERVICE LEVEL AGREEMENT SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY, AND RADAR'S ENTIRE LIABILITY, FOR ANY FAILURE TO MEET THE SERVICE LEVEL COMMITMENT.

2. **Credit Request.** In order to receive a credit under this Service Level Agreement, you must request it by emailing Radar at support@radar.io within ten days of the end of the applicable month. If you submit a credit request and do not receive a prompt automated response indicating that the request was received, you must resubmit the request because the submission was not properly received and will not result in a credit. Customers who are past due or in default with respect to any payment or any material contractual obligations to Radar are not eligible for any credit under this Service Level Agreement. Radar shall calculate any service level downtime using Radar's system logs and other records. Service credits will be applied on your next Radar invoice following Radar's receipt of your request for credit and Radar's verification that the Service Level was not met.

3. Support.

- a. Radar will use reasonable efforts to provide (a) Error correction; (b) telephone and email support to a single consistent support contact ("Designated Support Contact") concerning the use of the Services; and (c) updates to the Services that Radar in its sole discretion makes generally available to its support and maintenance customers without additional charge (collectively, "Support"). All support requests must come through the Designated Support Contact. You may update the Designated Support Contact by providing written notice to Radar.

- b. Error Response Times: An “Error” means an error in the Services which significantly degrades the Services as compared to Radar’s standard performance specifications as set forth in Radar’s technical documentation for the Services. For each Error reported by you, Radar shall (i) assign a priority level to such Error in its discretion in accordance with the table below, and (ii) respond to you and provide status updates in accordance with the time periods set forth in the table below.

Classification	Description	Response Time	Status Updates
Priority 1	The Services are completely unavailable or performance is so poor as to render the Services unusable; or Data security breach or hack (whether actual or suspected) or attempted data security breach.	1 hour	Every 2 hours
Priority 2	A major functionality of the Services is unusable and results in limited functionality that affects a large number of users.	2 hours	Every 4 hours
Priority 3	A loss of a function or resource of the Services that does not seriously affect the Services’ functionality.	1 business day	Each business day
Priority 4	All other problems with the Services other than those that fall within the categories listed above.	One week	TBD on a case-by-case basis