

# Cloud Services

## Service Level Addendum

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This document (the “**SLA**”) is an addendum to the Cloud Services – Terms of Service (available at [www.genetec.com/legal/cloudtos](http://www.genetec.com/legal/cloudtos); below referred to as “**Terms of Service**”) and defines the availability of each Cloud Service (as defined in the Terms of Service) made available by Genetec to the Subscriber under the Terms of Service.

This SLA is subject to the terms and conditions outlined in the Terms of Service. Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Terms of Service. Unless expressly stated otherwise below, in the event of any inconsistency or conflict between the terms of the Terms of Service and the terms of this SLA, the terms of the Terms of Service will prevail.

The monthly availability of the Cloud Service is 99.9%.

The monthly availability of the Cloud Service is calculated as follows:  $(\text{Total Time} - \text{Downtime}) / \text{Total Time} \times 100$ , where the “**Total Time**” represents the total number of minutes in a calendar month, and the “**Downtime**” corresponds the number of minutes in such month during which the Cloud Service was inaccessible to the Subscriber, as determined by Genetec. The foregoing calculation excludes performance availability issues that are generally outside of our reasonable control, or were caused directly or indirectly by the Subscriber, including, without limitation, the following occurrences:

- Any Downtime during a period for which no payment was received by Genetec as of the time of such Downtime. This includes Subscriber’s failure to pay for use of the Cloud Service by Subscriber, including but not limited to when subscriptions or prepaid balance run out.
- Subscriber’s use of any beta or trial Cloud Service;
- Subscriber’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Cloud Service in a manner inconsistent with the features and functionality of such Cloud Service;
- Factors outside our reasonable control, including, but not limited to, any force majeure events, failures, acts or omissions of your infrastructure providers (e.g. internet service provider) or failures of the internet;
- Subscriber’s or third-party hardware or software issues;
- Actions or inactions of Subscriber or third parties;
- Actions of third parties, including but not limited to security compromises, denial of service attacks and viruses;
- Subscriber’s use of the Cloud Service after Subscriber was advised to modify its use of the Cloud Service, if Subscriber did not modify its use as advised;
- Acts or omissions of Subscriber’s employees, agents, contractors, or vendors, or anyone gaining access to Cloud Service by means of passwords or equipment;
- Scheduled maintenance announced at least 24 hours in advance;
- Emergency maintenance periods (that may or may not be announced in advance) necessary to correct an important security vulnerability or other material and time-sensitive issue;
- Subscriber’s violations of the Terms of Service;
- Law enforcement activity.

For any calendar month during which Genetec fails to achieve the availability levels set out above, Genetec agrees to issue, upon request, a compensation to Subscriber in the form of a credit calculated based on the actual availability of the Cloud Service as determined by Genetec during such month. The credit

percentage defined in the table below is granted on the amount received by Genetec for the Subscriber's subscription to the relevant Cloud Service during such month. No credit shall be issued for a Cloud Service made available on a trial basis.

Actual availability / month	Credit (of the monthly fee)
99.9 to 99.5%	5%
99.4 to 99.0%	10%
98.9 to 98.0%	15%
below 98.0%	20%

Any credits pertaining to Genetec's failure to achieve the availability levels above shall be requested through the authorized sales channel through which the Subscriber has procured the relevant Cloud Service. Granted credits will be remitted by Genetec to such authorized sales channel, which will then remit them to Subscriber.

Additionally, should any of the Subscriber Data be affected by a Cloud Service issue, Genetec will use commercially reasonable efforts to restore such Subscriber Data in accordance with the following recovery time objective ("RTO") and recovery point objective ("RPO"):

Cloud Service	RTO	RPO
All Genetec Cloud Services (except Genetec Security Center SaaS)	24 hours	8 hours
Genetec Security Center SaaS	4 hours	24 hours

Last updated on September 30, 2020. This SLA may be modified in accordance with the terms of the Terms of Service. The latest version of this SLA may be found at [www.genetec.com/legal/cloudsla](http://www.genetec.com/legal/cloudsla). We invite you to subscribe to the legal notifications in our [Email Subscription Center](#) to, among other things, be notified of any major changes to this document.