



SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement ("SLA") is subject to the terms and conditions of the Kentik SaaS Services Agreement ("Agreement") by and between Kentik and the Customer. All capitalized terms used in this SLA that are defined in the Agreement will have the meanings ascribed to them in the Agreement unless defined otherwise in this SLA.

Service Level Agreement

1. Definitions. The following capitalized terms will have the meanings ascribed to them when used herein:

"Actual Unavailability" means the percentage of Maximum Availability during Reporting Period in which the SaaS Services were Unavailable (i.e., cumulative minutes of Unavailability during such month divided by Maximum Availability).

"Emergency Maintenance" means Unavailability caused by the need to apply urgent patches, fixes, or to undertake other urgent maintenance activities or as required due to conditions beyond Kentik's reasonable control.

"Exclusion" means any period during which the SaaS Services are Unavailable due to any of the following reasons:

- (a) outages or degradation of performance caused by public internet backbones, networks, or servers that are not managed by Kentik;
- (b) any failures of, or problems caused by, Customer's own equipment, software, technology, systems, or local access services;
- (c) Scheduled Maintenance or Emergency Maintenance;
- (d) untimely response times from Customer related to incidents that require its participation for source identification and/or resolution;
- (e) any failures of, or problems caused by, any third party or third-party equipment, software, hardware, or other technology (other than third-party equipment that is managed by Kentik);
- (f) any voluntary actions or inactions from Customer or any third party, including any work performed at Customer's request (for example additional technical assistance) or other activities that Customer directs;
- (g) force majeure events beyond Kentik's control such as changes resulting from government, political, regulatory, or court actions/orders; strikes, riots, and labor disputes; insurrections; fires; floods; explosions; war; pandemics; and natural disasters; and
- (h) expiration, termination or suspension of the SaaS Services under the Agreement or applicable Order Form.

"Maximum Availability" means the total number of minutes in the calendar month (e.g., 43,200 minutes in the month of September).

"Monthly Fees" means the applicable fee payable to Kentik for the SaaS Service at issue for the month in which the Service Commitment is not met (for example, if the term is for 12 months, then 1/12 of the 12-month SaaS Service fees for that product).

"Monthly Uptime Percentage" is calculated by subtracting Actual Unavailability from 100%, not including any Unavailability caused by an Exclusion. If Customer's subscription to a SaaS Service is only for a partial month during a Reporting Period, then the SaaS Service will be deemed to have been Available during the portion of the month in which Customer was not subscribed to the SaaS Service for the purpose of this calculation in that Reporting Period.

"Reporting Period" means the calendar month in which the Service Commitment is measured.

"Scheduled Maintenance" means the period of time where Kentik performs maintenance activities for which it has given advance notice as detailed in Section 2.

"Unavailable" means any SaaS Service is not providing the following capabilities to the Customer: access to portals, data collection, outbound system calls, and API availability.

2. Maintenance Notifications. Maintenance notifications will be sent to each User account's registered email address. Customer shall ensure the email addresses provided are current and capable of receiving these notifications. Kentik will use reasonable efforts to notify Customer at least one business day before any Scheduled Maintenance and 30 minutes before any Emergency



Maintenance is performed. This notice will contain the expected start time of the maintenance, the planned duration of the maintenance, and which SaaS Services Kentik expects to be Unavailable during the maintenance. Kentik shall use reasonable efforts to plan Scheduled Maintenance for weekends and Kentik's off-hours. Kentik reserves the right to extend or change the times of Scheduled Maintenance. Emergency Maintenance may occur at any time as Kentik deems necessary.

3. **Availability.** Subject to the terms and conditions of this SLA, Kentik will provide the SaaS Services at a Monthly Uptime Percentage of at least 99.9% in each calendar month during the term of the Agreement ("**Service Commitment**").
4. **Service Credits.** If Kentik fails to meet the Service Commitment within a Reporting Period, then Customer is eligible to receive a credit against future invoices equal to 2% of the Monthly Fees paid for the affected SaaS Service for every 60 consecutive minutes of Unavailability that is not caused by Exclusions during that Reporting Period, not to exceed 50% of Monthly Fees in the aggregate for any Reporting Period ("**Service Credit**"). By way of example, if Kentik's failure to meet the Service Commitment resulted in 2 hours of Unavailability not caused by Exclusions in the month of May and Customer paid annual fees of \$120,000, then the Service Credit would be calculated as follows: $\$120,000/12 = \$10,000$ in Monthly Fees $\times 2\% = \$200 \times 2 \text{ hours} = \$400$ in Service Credits.
5. **Request for Credit.** Customer may request a credit for any Reporting Period under this SLA by sending such request in writing to billing@kentik.com within 10 days after the end of the applicable Reporting Period. All credit requests will be verified against Kentik's system records. Customer can review a report of the uptime and availability of the SaaS Services by visiting either <https://status.kentik.com/> or <https://status.kentik.eu/>. Customer will only accrue Service Credits if its invoices for the SaaS Services have been paid in full. Service Credits accrued will be applied to future invoices, not refunded.
6. **Sole Remedy.** The right to receive the Service Credits described in this SLA is Customer's sole and exclusive remedy for Kentik's failure to meet the Service Commitment in any Reporting Period.

Support Services

1. **Kentik Standard Support.** Kentik's standard support with respect to the SaaS Services ("**Support**") will consist of the following:
 - 1.1 **Error Corrections and Defect Resolutions.** Kentik shall use reasonable efforts to correct or provide a work-around for any incident reported by Customer in the current unmodified release of the SaaS Services in accordance with the priority level assigned to such incident by Kentik.
 - 1.2 **SaaS Services and Documentation Updates.** Kentik shall provide Customer with access to the most current version of the documentation related to the SaaS Services and the most current version of the generally released SaaS Services updates. Updates to the SaaS Services and documentation do not include products or options that are designated by Kentik as new products or options for which Kentik charges a separate fee.
 - 1.3 **Support Requests and Named Support Contacts.** Customer shall initiate Support requests via email or by creating a support ticket in the Kentik portal. Support requests will be addressed by Kentik during the support hours listed herein. Customer will promptly identify two internal resources that are knowledgeable about Customer's operating environment and the operation of the SaaS Services (collectively, "Named Support Contacts"). Named Support Contacts will serve as primary contacts between Customer and Kentik.
2. **Customer Cooperation.** Kentik's obligation to provide Support is conditioned upon the following: (i) Customer's reasonable effort to resolve the problem after communication with Kentik; and (ii) Customer's provision to Kentik of sufficient information and resources to correct the problem. For Support requests designated at Emergency (P0) or High Priority (P1), Customer shall provide continuous access to appropriate Customer personnel and any third-party software or hardware interacting with the SaaS Services (if applicable) during Kentik's response or else Kentik may change the priority designation of the Support request.
3. **Support Services Conditions.** Kentik shall have no obligation to provide Support to the extent any problem with the SaaS Services is due to (i) the SaaS Services being altered, damaged, or modified by Customer or Customer's agents; (ii) Customer's negligence, hardware malfunctions, or other causes beyond the reasonable control of Kentik; (iii) SaaS Services being used in breach of the Agreement; or (iv) any failure that cannot be reproduced by Kentik.
4. **Priority Levels.**
 - 4.1 **Priority Level Definitions.** Kentik will assign each Support request a priority designation as detailed below.

Emergency (P0):

 - Complete loss of service to multiple Primary Functionality Pages and no reasonable workaround exists. Kentik Portal is completely inaccessible.
 - A reasonable workaround does not exist.

- Excludes Scheduled Maintenance.

High (P1):

- Degraded service to one or more Primary Functionality Pages but does not effectively render Kentik Portal unusable as a whole.
- Primary Functionality Pages are completely broken or down and impact is widespread.
- Queries do not work (multi-feature, general, widespread).
- A reasonable workaround does not exist.
- Excludes Scheduled Maintenance.

Medium (P2):

- Primary Functionality Pages are impacted, but there may be a reasonable workaround.
- There are reproducible Data Quality Issues.
- Secondary Functionality pages are impacted, impact is widespread, and there is no reasonable workaround.

Low (P3):

- Primary Functionality Pages or specific aspects of the page's features are impacted or the issue is intermittent. A reasonable workaround exists.
- Secondary Functionality pages are impacted, inconvenience.
- General questions about existing documentation, training, or use of functionality.

Cosmetic (P4):

- System is up and fully functional.
- Cosmetic issue or typo that does not affect functionality.
- UI rendering issue that does not impact data or results and does not block the user's ability to use the feature(s).

Feature Request (FR):

- Request for new feature or extended functionality.

4.2

Primary Functionality Pages

- Core: Data Explorer, Network Explorer, Capacity Planning, Library (including as widgets in Observation Deck)
- Synthetics: Dashboard, Test Control Center, Agent Management, BGP Route Viewer, Add/Edit Test pages, Test Results page
- Kentik NMS: Dashboard, Metrics Explorer, Devices, Interfaces
- Edge: Connectivity Costs and Peering
- Protect: Mitigations, DDoS Defense
- Service Provider: CDN and OTT
- Cloud: AWS, GCP, Azure, OCI
- Maps: All Map functionality for cloud or on-prem except Logical/Circle Map
- Alerting: Alerting, Policies, Notifications
- MKP
- Major Settings: Alerting, Network Metadata, Universal Agents, Data Enrichment
- Major Ingest Settings: Device/Cloud Management
- Organization Settings: User Management, RBAC, SSO, Access Control
- Ingest: Primary ingest functionality
- API: v5 functionality, v6 (Swagger methods)

4.3

Secondary Functionality Pages

- Observation Deck
- Insights
- Raw Flow Explorer
- State of the Internet
- Traffic Engineering
- Traffic Base Costs (beta)
- Alerting Overview (beta)
- Kube
- Kappa & Kprobe for host flow monitoring
- KMI
- Threat/Botnet
- RPKI Analysis



- Cloud Performance Monitor (beta)
- Connectivity Checker (beta)
- Journeys AI
- Product Updates
- Contact Support
- Licenses
- User Profile
- Visualization Color Settings
- UI Panel Layout

5. Support Priority Classification Matrix.

Priority	Initial Response Time	Updates from Support	Resolution Target	Resolution Goal
Emergency (P0)	4 hours (24x7)	Every 4 Business Hours	24 hours	Service to unavailable Primary Functionality Pages restored
High (P1)	4 hours (24x7)	Once per Business Day	72 hours	Service to impaired Primary Functionality Pages restored or workaround is provided
Medium (P2)	8 hours (17x5)	Upon Status Change	30 days	Medium impact issue resolved or workaround is provided
Low (P3)	24 hours (17x5)	No Updates Provided	N/A	Low impact issue is acknowledged and logged, workaround is provided or question is answered, or issue is resolved
Cosmetic (P4)	24 hours (17x5)	No Updates Provided	N/A	Cosmetic issue is acknowledged and logged, issue is resolved or typo fixed
Feature Request (FR)	48 hours (17x5)	No Updates Provided	N/A	Feature Request is acknowledged and logged

Response times are measured from when Customer submits a Support request either by opening a support ticket in the Kentik portal or by emailing support@kentik.com about a problem with the SaaS Services, at which time a ticket ID will be issued.

Resolution times for Emergency (P0) and High Priority (P1) requests are measured from the time that Kentik's engineering team acknowledges an outage.

Standard Global Support hours of availability are as follows: (17x5) Monday through Friday 3:00 AM to 8:00 PM ET.

Emergency (P0) / High Priority (P1) Support hours of availability: 24/7, as outlined at <https://www.kentik.com/customer-care/>. Emergency (P0) / High Priority (P1) 24/7 coverage will be extended for US National Holidays. Any holidays that fall upon a Saturday or Sunday will be observed in lieu on the nearest weekday.

Kentik Observed USA Holidays	Day / Date
New Year's Day	January 1st
Martin Luther King Jr Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Q1 Kentik Wellness Day	TBD
Memorial Day	Last Monday in May
Q2 Kentik Wellness Day	TBD
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Q3 Kentik Wellness Day	TBD
Indigenous Peoples Day	2nd Monday in October



Kentik Observed USA Holidays	Day / Date
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday; the day immediately after Thanksgiving Day
Christmas Day	December 25th
Q4 Kentik Wellness Day	TBD

6. Customer Escalation Matrix. Contacts are subject to change and may be posted at <https://www.kentik.com/customer-care/>. The table below outlines the escalation procedures for Emergency (P0) and High Priority (P1) Support requests:

Priority	Order	Timeframe Escalation Point	Name	Contact
Emergency/High	First	4 hours On-Call Product Support Team	On-call engineer	Email: escalations@kentik.com US: +1 844-356-3278 ext 6 Intl: +1 415-963-9825 ext 6 (provide Ticket ID in message)
Emergency/High	Second	When Response Time has lapsed	Paul Dube Manager of Customer Technical Support	Email: paul@kentik.com US: +1 844-356-3278 ext 706 Intl: +1 415-963-9825 ext 706 (provide Ticket ID in message)
Emergency/High	Third	When Response Time has lapsed and after second response attempted	Adam Davenport VP, Customer Engineering	Email: adavenport@kentik.com US: +1 844-356-3278 ext 705 Intl: +1 415-963-9825 ext 705 (provide Ticket ID in message)