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# Axiad Conductor Service Level Agreement (SLA)

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## 1. Introduction

This Axiad Conductor Service Level Agreement (“SLA”) applies to and governs the use of Axiad’s cloud services (“Services”) under the terms of the Axiad Terms of Use (referred to as “Agreement”) between Axiad IDS, Inc. and its affiliates (“Axiad”) and any customer of Axiad Services (“Customer”).

Unless otherwise provided herein, this SLA is subject to the terms of the Agreement and capitalized terms will have the same meaning as specified in the Agreement. Axiad reserves the right to change the terms of this SLA in its sole discretion by posting an updated version of this SLA at <https://www.axiad.com/axiad-cloud-sla/>.

## 2. Definitions

### **Monthly Uptime Percentage**

"Monthly Uptime Percentage" means the percentage of time the Axiad Services are available in a calendar month. The Monthly Uptime Percentage is calculated for a given month by dividing the total Uptime by the total number of minutes in a month.

"Uptime" means the total number of minutes in a given calendar month minus the minutes of the unavailability of the “Tier 1 Critical Services” or “Tier 2 Critical Services” in such month.

Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Axiad Services SLA Exclusion (as defined below).

### **Tier 1 or Tier 2 Critical Service Unavailability**

Axiad Conductor services are classified under two separate tiers:

#### **Tier 1 Critical Services Unavailability**

- Certificate Revocation Lists not available or invalid.
- Authentication service failing or not responding.
- HTTP Rest API authentication failing or not responding.

#### **Tier 2 Critical Services Unavailability**

- Any other Axiad Services API not available .
- Any Axiad Services portal not available.
- Axiad Services PKI Enrollment Services not available.



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**Service Credit**

A “Service Credit” is a credit, calculated as set forth below, that Axiad may apply to an eligible Customer’s account.

**3. Service Commitment**

During the term of the Agreement, Axiad will use commercially reasonable efforts to make Axiad Services available with a Monthly Uptime Percentage that meets or exceeds the applicable Monthly Uptime Guarantee below (the “Service Commitment”).

Services	Monthly Uptime Guarantee
Tier 1 Critical Services	99.9%
Tier 2 Critical Services	99.5%

If the Axiad Services do not meet the applicable Monthly Uptime Guarantee, Customer will be eligible to receive a Service Credit as described below.

**4. Service Credits**

Service Credits are calculated as a percentage of the total fees paid by Customer for one month of the Axiad Services as set forth in the applicable Order Form (i.e., 1/12 of the annual recurring fees). These fees exclude any one-time payments (e.g., Consulting Services).

Monthly Downtime	Service Credit
Under 99.9% but higher than 99.5% (Applicable only to Tier 1 Critical Services)	10%
Under 99.5% but higher than 99.0%	15%
Under 99.0%	25%

Service Credits will be only applied against future payments otherwise due by Customer for Axiad Services.

Service Credits will not entitle Customer to any refund or other payment from Axiad.

The Service credits described above shall be the sole and exclusive remedy available to Customer in the event that Axiad does not satisfy the Service Commitment or any other obligation under this SLA and, under no circumstance, shall Axiad’s failure to meet the Service Commitment be deemed a default or breach of the Agreement.



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## 5. Credit Request and Payment Procedures

To receive a Service Credit, Customer must submit a claim by opening a case with Axiad Support (support@axiad.com)

To be eligible, the credit request must be received by Axiad within thirty (30) days of Axiad's failure to satisfy the applicable Monthly Uptime Guarantee and must include:

1. Reference to "SLA Credit Request" in the email subject line;
2. The dates and times of each failure to satisfy the applicable Monthly Uptime Guarantee that Customer is claiming;
3. The affected Axiad Services; and
4. Logs that document the errors and corroborate Customer's claimed Services outage (any confidential, sensitive or personal identifiable information ("PII") information in any of the logs must be completely removed from the logs and replaced with asterisks if applicable).

**Note: Logs that contain any PII, keys, credentials, or any data deemed as confidential by Axiad will be rejected and immediately deleted.**

If the Monthly Uptime Percentage of such request is confirmed by Axiad and is less than the applicable Monthly Uptime Guarantee, then Axiad will issue a Service Credit to Customer.

Failure to send the request within the enumerated thirty (30) day deadline or provide required information described above will disqualify Customer from receiving a Service Credit.

## 6. Maintenance Window

Axiad utilizes maintenance windows to introduce new features, updates, and fixes to our services.

Routine maintenance windows are scheduled every Tuesday from 6 PM to 12 AM Pacific Time. Our goal during these windows is to avoid any downtime. However, in the event of downtime, it will not exceed fifteen (15) minutes.

For updates involving major components of Axiad Services, we schedule ad-hoc maintenance windows on Friday evenings from 5 PM to 12 AM Pacific Time to minimize impact on our customers' business operations. During these windows, downtime may occur, but we strive to limit it to 1 hour. Axiad will notify you of such updates via email at least ten (10) business days before the maintenance window begins.

In cases where emergency maintenance is necessary outside of the regular maintenance window, Axiad will make commercially reasonable efforts to notify customers via email in advance.

## 7. Customer Requirements

Customer must use a reliable Internet connection with an average ping response time to AWS US-East datacenter under 250ms.

Additionally for Customers connected to Axiad Services through an Internet Protocol Security ("IPSec") virtual private network ("VPN"), the following requirements apply:



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- Customer must maintain a reliable IPsec VPN link to the Axiad Services virtual private cloud (“VPC”).
- Customer must maintain a reliable internal networking from IPsec gateway to Customer Lightweight Directory Access Protocol (“LDAP”)/ Active Directory, and issuance workstation subnets (less 1% packet drop, response time under 250ms when measured from VPC).
- Customer must maintain a working LDAP/Active Directory service, including a working service account.

For customers connecting to Axiad Services via a System for Cross-domain Identity Management (“SCIM”) integration, the following requirement applies:

- SCIM provider up and running with a valid bearer token made available to Axiad Services.

## 8. Axiad Conductor SLA Exclusions

The Service Commitment does not apply to any Services unavailability or downtime of Axiad’s Services arising or resulting from any of the following (collectively referred to as the “Axiad Conductor SLA Exclusions”):

1. Any suspension or termination of Services as set forth in the Agreement;
2. Factors outside of Axiad reasonable control including, without limitation, any force majeure event, internet access or cloud infrastructure provider outage, power outage, or any related problem beyond the demarcation point of the Axiad Services
3. Any actions or inactions of Customer or any third party, including failure to acknowledge a connectivity problem outside of the Axiad Services VPC and/or any failure to meet the Customer Requirements as set forth in Section 7 above;
4. Any problem resulting from Customer using the Services with any hardware, software, and/or other technology not provided by Axiad;
5. Any Services down time during any maintenance window or emergency maintenance situation;
6. Any maintenance as provided for pursuant to the Agreement;
7. Any act or omission of Customer or its employee, agent, contractor, representative, or a third party acting at the direction of Customer including any use of the Services in an unauthorized or unlawful manner or any interruption resulting from the misuse or improper use of the Services or any equipment; or
8. Axiad’s suspension and termination of Customer’s right to use Axiad Services in accordance with the Agreement.