

## SERVICE LEVEL AND SUPPORT AGREEMENT

This service level and support agreement (the “SLA”) is between You and Axis and covers the service level commitment and support services for the Axis Technology. This document also incorporates the Axis End User License Agreement, including the applicable Product Specific Terms (the “EULA”) entered into between the parties.

### 1 DEFINITIONS

The following capitalized terms shall, for the purposes of this SLA have the meaning attributed to them below.

- a) **“Agreed Hours of Service”** means the time period during which the Availability is to be measured. Unless otherwise agreed, the Agreed Hours of Service are twenty-four hours a day, seven days a week, during the term of this SLA.
- b) **“Availability/Available”** means that the Cloud Services are available for use in accordance with the terms of the EULA and this SLA during the Agreed Hours of Service. The degree of Availability during a specific period is calculated using the following formula:

$$\text{Degree of Availability (\%)}: \frac{AS - PD - DT}{AS - PD} \times 100$$

AS = Agreed Hours of Service

PD = Permitted Downtime

DT = Downtime

- c) **“Axis Technology”** shall have the meaning ascribed to it in the EULA. The specific Axis Technology which is the subject matter of this SLA is specified in the applicable Product Specific Terms.
- d) **“Downtime”** means the period of time within the Agreed Hours of Service during which the Cloud Services are not Available (excluding Permitted Downtime). Downtime is calculated from the moment in time the lack of Availability is reported until the Cloud Services become Available. When determining the degree of Availability in accordance with the formula in Section 1(b), Downtime shall not include downtime that result directly or indirectly from a Service Commitment exclusion (see Section 4).
- e) **“Incidents”** means unexpected loss of Availability, loss of or reduction of functionality, or other problems with the Customer’s access to or use of the Axis Technology.
- f) **Permitted Downtime** means downtime resulting from any of the following circumstances:
  - (i) planned service and maintenance which You have been informed of on the Status Page or by any other means of notification used by Axis from time to time; or
  - (ii) other downtime resulting from a request from You or with Your approval.
- g) **“Service Level Commitment”** shall have the meaning set forth in Section 3.1.

- h) **“Status Page”** means <https://status.axis.com>.
- i) **“Updates”** means a patch, correction, or other modification or addition to the Software for maintenance fixes, error corrections, and minor improvements to the Software.
- j) **“Upgrades”** means a release of the Software containing significant enhancements, new features or new functionality.

Unless otherwise specified in this SLA or as indicated or obvious from the nature of any provision of this SLA, any other capitalized terms herein shall have the meaning attributed to them in the EULA.

## **2 GENERAL**

- 2.1 This SLA defines the Service Level Commitment (as defined below) and support services for the Axis Technology (as applicable). The services set out in this SLA will be restricted to the Axis Technology, as described in the applicable Product Specific Terms. Axis may provide the services herein using a third party service provider.
- 2.2 This SLA is only valid in conjunction with the EULA and shall not take effect until the Customer has accepted the EULA.
- 2.3 Axis will only provide services to You under this SLA, not to Your customers or any third party using the service on Your behalf pursuant to the terms of the EULA.

## **3 SERVICE LEVEL COMMITMENT**

- 3.1 Axis will use commercially reasonable efforts to meet a degree of Availability of at least ninety-nine point five per cent (99.5 %) per calendar month (the **“Service Level Commitment”**). For the avoidance of doubt, the Service Level Commitment does not apply to any Software which is installed on-prem.
- 3.2 Axis may carry out maintenance or other services that affect the Availability of the Cloud Services. Axis will perform such measures promptly and in a manner that limits any disruption. Axis will endeavor to publish a notification on the Status Page within a reasonable time before undertaking any action that affects the Availability. For notifications related to major changes to the Cloud Services, the provisions of Section 8 of the EULA will apply.
- 3.3 Axis will use commercially reasonable efforts to remedy any failure to meet the Service Level Commitment. Your sole and exclusive remedy for any failure by Axis to meet the Service Level Commitment is the Axis support outlined in Section 6 below and the Incident management outlined in Section 7 below.

## **4 SERVICE COMMITMENT EXCLUSIONS**

Axis is not responsible for any failure to reach the Service Level Commitment, any unavailability, suspension or termination of the Cloud Services, or any other performance issues in relation to the Cloud Services:

- a) caused by or attributable to any circumstances that is beyond the control of Axis, including the following:

- (i) any circumstances outside the scope of Axis' responsibility for the Cloud Services, such as failure of communication systems and/or services or equipment (including software) provided by third parties for which Axis has not specifically undertaken responsibility;
  - (ii) any failure to internet connectivity;
  - (iii) any failure by Customer to (i) adhere to any required configurations, (ii) use supported platforms, (iii) follow any policies for acceptable use, or (iv) use of the Axis Technology in a manner inconsistent with the features and functionality of such Axis Technology;
  - (iv) due to Customer's or third-party hardware or software issues;
  - (v) any failure by the Customer to implemented Patches pursuant to the terms set forth in Section 3.5.2 in the Axis End User License Agreement;
  - (vi) any circumstances attributable to You, any of the Users, including any of Your, or the User's, developments, customizations, software, equipment, data or other technology;
  - (vii) actions of third parties;
  - (viii) any circumstances attributable to viruses, worms, corrupt files, Trojan horses, or other forms of malicious, corruptive, harmful, debilitating or disruptive feature, programming routines or code, or other security incidents or breaches (including load attacks and distributed denial of service attacks) provided that Axis has implemented agreed security measures or, in the absence of any such agreed security measures, such security measures that meets generally applicable standards within the industry;
  - (ix) force majeure events; or
  - (x) Your breach of the EULA or this SLA;
- b) that result from scheduled maintenance or other services notified to You in advance according to the EULA or this SLA;
  - c) that result from 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;
  - d) if the Customer uses any Evaluation Software and Services;
  - e) due to law enforcement activity; or
  - f) arising from Axis' suspension and termination of the Customer's right to use the Axis Technology in accordance with the EULA or the SLA.

## **5 UPDATES AND UPGRADES**

- 5.1 This SLA entitles You to Updates and Upgrades of the Software which Axis may choose to make generally available. The terms and conditions of the EULA and this SLA shall apply to any such Updates or Upgrades.

5.2 Any Update which Axis makes available shall be provided without additional cost. However, some Upgrades may be provided against an additional cost. Axis will advise You if an Upgrade is subject to any additional fees.

**6 SUPPORT**

Axis will provide support with respect to the Axis Technology pursuant to Axis’ support process, available at <https://www.axis.com/support/chat>.

**7 INCIDENT MANAGEMENT**

7.1 If an Incident falls under Axis’ responsibility, Axis will classify the Incident in accordance with the table set forth below.

Severity Level	Description
A – Critical	The Incident causes complete loss of use of the Axis Technology, or causes critical disruptions or disturbances in the use of the Axis Technology (or key functionality therein).
B – Severe	The Incident causes a significant loss of use of the Axis Technology, or causes substantial disruptions or disturbances in the use the Axis Technology (or key functionality therein).
C – Moderate	You are experiencing degraded operations or diminished performance of the Axis Technology that is inconvenient but not critical or severe. There is no substantial loss of functionality of use of the Axis Technology.
D – Minor	You are experiencing problems that do not impair the functionality or use of the Axis Technology, or that cause only minor disruptions or disturbances in Your use of the Axis Technology.

Axis shall, in its sole discretion, prioritize Incidents taking into account the definitions included in the table above.

7.2 In the event of an Incident, Axis will use commercially reasonable efforts to promptly provide notification thereof on the Status Page.

7.3 Axis will provide status updates to an Incident on the Status Page, according to the Progress Status Time (PST) set out in the table below. PST is measured from Axis’ confirmation on the Status Page that an Incident has occurred. The unit of measure is 24/7 business days in Sweden for Severity A incidents, otherwise business hours (8 am – 5 pm) in Sweden.

Severity Level	Progress Status Time Commitment (PST)
A – Critical	Every 8h until resolution

B – Severe	Every 24h until resolution
C – Moderate	Upon issue resolution
D – Minor	Upon issue resolution

## **8 TERM AND TERMINATION**

- 8.1 This SLA is effective for the duration of the applicable Product Specific Terms (after which it will automatically expire) if not terminated earlier pursuant to this Section 8 or the EULA.
- 8.2 This SLA will terminate if the EULA is terminated for any reason whatsoever.
- 8.3 If this SLA is terminated under Section 8.2, Axis will not be under any obligation to refund any fees already paid by the Customer.
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