



CYFERD

UPTIME POLICY

1. **Scope**

- 1.1 This 'Cyferd – Uptime Policy' (this "**Policy**") applies to the availability of the Cyferd Product to Customers. This Policy is made in connection with the provision by Cyferd Inc. ("**Cyferd**") of Access to the Cyferd Product to its customers (including those whose Access to the Cyferd Product is/ was procured through a Cyferd Partner) (in this Policy each a "**Customer**").
- 1.2 In this Policy the "**Agreement**" means, in respect of the Customer in question, the master services agreement known as 'Cyferd – MSA (A) – 1 August 2024' entered into/ accepted by that Customer. The online version of the Agreement where accepted being found at <https://cyferd.com/cyferdcomm/us>.
- 1.3 This Policy is a Cyferd Policy and applies to, forms part of and is supplemental to the Agreement. The terms of Agreement shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.
- 1.4 For each Customer, this Policy together with the applicable Order Form, the Agreement, the other Cyferd Policies and any other applicable document that forms part of and/or is supplemental to the Agreement from time to time, applies to the subject matter of that Order Form and that Customer's Access to the Cyferd Product.
- 1.5 Unless otherwise noted or where the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Agreement and the definitions document known as 'Cyferd – Definitions re MSA (A) – 1 August 2024' (<https://cyferd.com/cyferdcomm/us>).
- 1.6 In addition, in this Policy the following words and expressions shall have the following meaning unless the context otherwise requires:

"Available"

means the Cyferd Product being available to Access and use by a Customer who: (i) has been granted Access at that time; (ii) whose Access to the Cyferd Product is **not** subject to any suspension under the Agreement; and (iii) who is **not** in breach of the Agreement at the time in question (and "**Availability**" shall be construed accordingly) **PROVIDED ALWAYS THAT** Availability does not include any downtime arising from or caused by or relating to the Exclusions or any Exclusion

"Customer Responsibilities"

(in respect of a Customer) means all matters that are that Customer's responsibility under the Agreement or otherwise (whether by itself, its Administrator and/or its Authorized Users or any of them) in respect of making its Access to the Cyferd Product for its Tenancy(ies) available including: (i) giving, managing and maintaining its Authorized Users' Access by setting up its Authorized User Accounts; (ii) setting up, managing and maintaining the Customer's Authentication Set Up; (iii) training for its Administrator and its Authorized Users; (iv)

preventing unauthorized access to its Tenancy(ies); and (v) obtaining and maintaining the third-party services it (including its Administrator and Authorized Users) needs to Access and use the Cyferd Product and the suitability of the same (including access to the internet and adequate bandwidth)

“Cyferd Perimeter”

the boundaries of the Cyferd Product (namely the ‘*Cyferd platform*’) within which Cyferd takes responsibility (on the terms and subject to the conditions of the Agreement with each Customer) to provide service to Customers (namely Access to the Cyferd Product via Tenancy(ies)) further details of which are set out in Cyferd’s **Hosting Policy** (<https://cyferd.com/cyferdcomm/us>) (being a Cyferd Policy and as amended by Cyferd from time to time) and Cyferd’s **Storage of and Access to Customer Data Policy** (<https://cyferd.com/cyferdcomm/us>) (being a Cyferd Policy and as amended by Cyferd from time to time)

“Excluded Items”

means: (i) use of the Cyferd Product (or any part of it including any Apps(s) and Feature(s) for the purpose of a POC Trial; (ii) Non-Cyferd Products/ Services; (iii) Non-Cyferd Apps; (iv) Cyferd Apps; (v) any other Apps; (vi) Professional Services or the subject matter of Professional Services; (vii) any Customer App Customization relating to the Customer in question; (ix) anything else which is expressly not warranted by Cyferd under the Agreement or any other document forming part of the Agreement relating to the Customer in question (each an **“Excluded Item”**)

“Exclusions”

means: (i) Scheduled Maintenance; (ii) a Force Majeure event or other emergency maintenance to the Cyferd Product (including any Tenancy(ies) and Feature(s)); (iii) any fact matter or circumstance which is a Customer Responsibility; (iv) a Local Issue; and/or (v) any Excluded Items (each an **“Exclusion”**)

“Local Issue”

means anything outside the Cyferd Perimeter including: (i) any hardware or third-party software or third-party services used by a Customer (including its Administrator and Authorized Users for this purpose); (ii) a Customer’s Administrator and its Authorized Users and their actions or lack of action (as the case may be); (iii) problems resulting from use of the internet including inadequate bandwidth; (iv) problems resulting from use of public electronic communications networks used by Cyferd, the Customer (including its Administrator and Authorized Users for this purpose); (v) the Customer’s (including its Administrator and Authorized Users for this purpose) failure to prevent unauthorized access to its Tenancy(ies); (vi) problems with or resulting from (including outages) the Customer’s chosen authentication provider (in connection with the Customer’s Authentication Set Up)

“Scheduled Maintenance”

scheduled maintenance to the Cyferd Product (including any Tenancy(ies) and Feature(s)) and/or the Cyferd Perimeter (or any part of it)

2. Last Updated

This Policy was last updated on 1 August 2024. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/us>.

3. Changes to this Policy

3.1 ***For any person who is not a Customer at the time of such posting*** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/us> and such updates will be effective upon such posting or, if later, the ‘Last Updated’ date specified in such updated version of this Policy.

3.2 ***For any person who is a Customer at the time such Update Notification is made*** – Cyferd may at its absolute discretion make, and notify the Customer of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification in accordance with the Agreement. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the Agreement.

3.3 If Cyferd makes any amendments to this Policy, it will change the ‘Last Updated’ date in **paragraph 2** above in such updated version of this Policy.

4. Uptime

4.1 Subject to **paragraphs 4.2** and **4.3**, Cyferd agrees to use its reasonable efforts to make the Cyferd Product Available to a Customer (on an monthly basis) 99.5% of the time.

4.2 Availability does not include any downtime arising from or caused by or relating to the Exclusions or any Exclusion.

4.3 Notwithstanding **paragraph 4.2**, Cyferd’s obligations under **paragraph 4.1** shall not apply in respect of the Exclusions or any Exclusion.

[End of Policy]