



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is entered into by and between HarkX Technologies Global Private Limited, a company incorporated under the laws of India and having its registered office at Wework Princeville, EGL Business Park, Domlur, Bangalore, Karnataka, India 560071 (“HarkX”), and Customer (Defined Below).

This Agreement becomes effective on the Effective Date set forth in the applicable Order Form (the “Effective Date”). By executing an Order Form, Customer agrees to be bound by the terms of this Agreement.

HarkX may update this Agreement from time to time. Any changes will become effective on the earlier of (i) 30 days after publication or (ii) the Customer's continued use of the HarkX Technology after the update. If the Customer does not agree to this Agreement, it must not access or use the HarkX Technology. A person accepting this Agreement on behalf of an entity represents that they have authority to bind that entity.

If the Customer and HarkX have entered into a separate written agreement governing the Customer's use of the HarkX Technology, that agreement will prevail over this Agreement.

WHEREAS, HarkX provides cybersecurity software, APIs, integrations, AI-assisted security capabilities, automation technologies, and related services designed to support enterprise security operations;

WHEREAS, Customer desires to access and use the Services for its internal business operations in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests or the power to direct management or operations.

“Confidential Information” means any non-public information disclosed by or on behalf of one party (“Disclosing Party”) to the other party (“Receiving Party”), whether visually, electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential under the circumstances of disclosure. Confidential Information includes, without limitation, business plans, product information, software, technology, source code, trade secrets, pricing, security information, audit materials, technical data, system architecture, product roadmaps, threat intelligence, AI or machine learning models and outputs, research, customer information, operational information, financial information, and the terms of this Agreement. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement or other wrongful act; (b) was lawfully known to the Receiving Party without restriction prior to disclosure by the Disclosing Party; (c) is lawfully received from a third party without restriction and without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

“Customer Data” means any data ingested from Customer endpoints or otherwise submitted, transmitted, or made available by or on behalf of Customer to HarkX through the Customer's use of the Solutions, excluding Service Data.

“Customer Systems” means Customer's and its Users' networks, infrastructure, devices, endpoints, cloud environments, applications, accounts, identity systems, third-party platforms, security tools, databases, APIs, configurations, and other systems or environments owned, controlled, licensed, or managed by or on behalf of Customer.

“Documentation” means HarkX-provided user guides, technical materials, specifications, and related documentation for the Services.

“HarkX Technology” means the Services, Documentation, software, APIs, workflows, automation technologies, models, algorithms, interfaces, analytics, methodologies, know-how, trade secrets, and all related intellectual property and proprietary rights owned, developed, licensed, or provided by HarkX.

“Order Form” means any mutually executed ordering document referencing this Agreement.

“Security Incident” means any confirmed unauthorized access to, acquisition of, disclosure of, alteration of, loss of, destruction of, or inability to access Customer Data processed by HarkX that materially compromises the confidentiality, integrity, or availability of such Customer Data.

“Service Data” means data and information relating to the operation and use of the Services, including aggregated, anonymized, or de-identified information used for operational, analytical, security, and performance purposes.

“Service Level Agreement” or “SLA” means the service levels, support commitments, and related operational terms set forth in Exhibit A attached to this Agreement.

“Services” means HarkX's cybersecurity platform, software, APIs, AI-assisted security tools, workflow automation capabilities, and integrations provided under this Agreement.

“Subscription Term” means the subscription period identified in the applicable Order Form.

“Third-Party Services” means any products, applications, platforms, software, infrastructure, APIs, content, tools, integrations, hosting services, communication services, cloud services, open-source software, or other services or technology provided by third parties that interoperate with, integrate with, support, or are used in connection with the Services.

“User” means an individual authorized by Customer to access or use the Services.

2. Access and Use Rights

- a. Subject to the terms and conditions of this Agreement, the applicable Order Form, and any applicable usage limits, restrictions, or entitlements set forth therein (“Usage Limits”), HarkX grants Customer during the applicable Subscription Term a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for Customer's internal business operations.
- b. Customer may permit its authorized employees and representatives to access and use the Services in accordance with this Agreement, and Customer shall remain responsible for their compliance with this Agreement.
- c. HarkX may update, modify, enhance, maintain, or improve the Services from time to time, provided that such changes do not materially reduce the core functionality of the Services during the applicable Subscription Term.
- d. Customer acknowledges that certain Services may incorporate artificial intelligence, machine learning, automation technologies, and Third-Party Services to support cybersecurity operations,

threat detection, monitoring, analysis, remediation workflows, and related functionality. Outputs, alerts, recommendations, analyses, correlations, classifications, or other results generated through the Services are intended to assist Customer operations and shall not replace Customer's independent review, judgment, validation, or decision-making processes.

- e. HarkX may temporarily suspend or restrict access to the Services where reasonably necessary to prevent unauthorized access, security risks, unlawful activity, material harm to the Services or other customers, or violations of this Agreement. HarkX will use commercially reasonable efforts to provide notice and restore access promptly once the applicable issue has been resolved.

3. Customer Responsibilities

- a. Customer is responsible for managing its Users, administrative accounts, credentials, API keys, endpoint agents, integrations, and access controls, maintaining appropriate account and network security, ensuring lawful use of the Services, and obtaining all necessary rights, permissions, notices, consents, and authorizations relating to Customer Data, Customer Systems, monitoring activities, and integrated systems.
- b. Customer shall use the Services in accordance with applicable law, Documentation, and reasonable security practices and shall not misuse, interfere with, reverse engineer, or attempt unauthorized access to the Services or related systems.
- c. Customer is responsible for its operational security decisions, internal policies, integration configurations, access permissions, incident response activities, and the accuracy, legality, and integrity of Customer Data and Customer Systems.

4. Customer Data

As between the parties, Customer retains all right, title, and interest in and to the Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data and grant the rights set out in this Agreement.

Customer grants HarkX a non-exclusive, worldwide, royalty-free licence to access, host, store, process, transmit, analyze, and otherwise use Customer Data solely as necessary to provide, operate, secure, maintain, support, and improve the Services, comply with applicable law, and perform its rights and obligations under this Agreement. To the extent Customer Data includes Personal Data, HarkX will process such Personal Data in accordance with Data Processing Agreement located at _____. For information regarding HarkX's collection and use of personal information outside the scope of the Services, please refer to HarkX's Privacy Policy available at _____.

5. Security and Confidentiality

- a. HarkX shall maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, misuse, loss, or destruction, including reasonable access controls, authentication measures, encryption, monitoring practices, and personnel restrictions appropriate to the nature of the Services and Customer Data.
- b. HarkX may use subprocessors, hosting providers, infrastructure providers, and other Third-Party Services in connection with providing the Services, provided that HarkX remains responsible for their compliance with applicable obligations relating to Customer Data processed on HarkX's behalf.
- c. Each party shall protect the other party's Confidential Information using reasonable care and shall not use or disclose such Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement, unless disclosure is required by applicable law or legal process.
- d. Except as expressly permitted under an applicable Data Processing Agreement or required by law, Customer shall not conduct or permit any penetration testing, vulnerability scanning, security assessment, benchmarking, or audit of the Services or HarkX systems without HarkX's prior written consent.

6. Fees and Payment

- a. Customer shall pay all fees set forth in the applicable Order Form or other ordering document. Except as otherwise expressly stated in this Agreement or the applicable Order Form, all fees become non-refundable once the applicable Subscription Term begins. Invoices are due within thirty (30) days from the applicable invoice date.
- b. All fees are exclusive of applicable taxes, duties, levies, or governmental assessments, including sales, use, value-added, goods and services, or similar taxes, all of which shall be the responsibility of Customer, excluding taxes based on HarkX's net income. Late payments may accrue interest at the lesser of one percent (1.0%) per month or the maximum rate permitted under applicable law.
- c. HarkX may suspend access to the affected Services for non-payment only if undisputed amounts remain unpaid for more than thirty (30) days following written notice of non-payment. HarkX will use commercially reasonable efforts to provide advance notice prior to any suspension and will promptly restore access once overdue undisputed amounts are paid.

7. Intellectual Property Rights

- a. HarkX retain all right, title, and interest in and to the HarkX Technology, including all related intellectual property and proprietary rights. Except as expressly set forth in this Agreement, Customer receives no rights, or interests in or to the Services or HarkX Technology, whether by implication, estoppel, or otherwise.
- b. Customer shall not remove, alter, obscure, or modify proprietary notices, branding, or intellectual property markings associated with the Services. Except to the extent prohibited by applicable law, Customer shall not copy, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas from the Services or HarkX Technology.
- c. Customer or any Authorized User provides any ideas, suggestions, recommendations, or other feedback relating to the Services or HarkX's Technology ("Feedback"), all right, title, and interest in such Feedback shall vest in HarkX. To the extent any rights do not automatically vest in HarkX, Customer irrevocably assigns such rights to HarkX. HarkX may use, modify, incorporate, commercialize, or otherwise make use of the Feedback for any purpose, without attribution, compensation, or any obligation to use it.

8. Third-Party Services

- a. The Services may integrate with, interoperate with, or depend upon Third-Party Services. Customer acknowledges and agrees that use of certain Third-Party Services may be subject to separate terms, conditions, privacy policies, or license agreements between Customer and the applicable third-party provider, and Customer is solely responsible for complying with such terms.
- b. HarkX is not responsible for the availability, functionality, security, accuracy, or practices of any Third-Party Services that are not owned or controlled by HarkX. Where HarkX resells, manages, or otherwise provides access to Third-Party Services as part of the Services, HarkX shall be responsible only for the obligations expressly assumed by HarkX under this Agreement.
- c. Certain components of the Services may include, incorporate, or be distributed with open source software subject to applicable open source license terms. To the extent required by such licenses, Customer's use of the applicable open source software shall be governed by the relevant open source license terms.

9. Beta and Preview Services

HarkX may make beta, preview, evaluation, or pre-release features available from time to time. Such features are provided on an "as is" and "as available" basis, may be modified or discontinued at any time, and are excluded from any service levels, warranties, support commitments, or other obligations applicable to generally available Services unless expressly stated otherwise in writing.

10. Warranties and Disclaimers

- a. HarkX warrants that, during the applicable Subscription Term, the Services will materially conform to the applicable Documentation under normal authorized use and will be performed in a professional and workmanlike manner by appropriately qualified personnel. These warranties do not apply to issues arising from: (i) Customer's misuse of the Services; (ii) unauthorized modifications; (iii) Customer Systems, configurations, integrations, or Third-Party Services; (iv) use contrary to the Documentation or HarkX instructions; (v) Customer Data or Customer-provided materials; (vi) beta, preview, or pre-release features; or (vii) Force Majeure Events or failures outside HarkX's reasonable control.
- b. If the Services fail to materially conform to the foregoing warranties, HarkX will use commercially reasonable efforts to cure the non-conformity. If HarkX is unable to do so within a reasonable period, Customer may terminate the affected Services and receive a prorated refund of prepaid unused fees for the terminated portion of the applicable Subscription Term. These remedies are Customer's sole and exclusive remedies, and HarkX's sole and exclusive liability, for breach of the warranties set forth herein.
- c. Except as expressly provided in this Agreement, the Services are provided "as is" and "as available," and HarkX disclaims all other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, accuracy, reliability, or error-free operation.
- d. Customer acknowledges that cybersecurity services, AI-assisted analysis, and security technologies involve evolving threats, probabilistic detection methods, and inherent operational limitations, and therefore may result in false positives, false negatives, delayed detections, incomplete findings, or undetected threats. Accordingly, HarkX does not guarantee that the Services, software, platform, or security technologies will completely prevent, detect, remediate, or mitigate all cybersecurity threats, vulnerabilities, malicious activity, Security Incidents, or unauthorized access.

11. Limitation of Liability

- a. To the maximum extent permitted by applicable law, neither party shall be liable to the other party for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenues, goodwill, business interruption, loss of use, or loss of data, arising out of or relating to this Agreement, regardless of the cause of action and even if advised of the possibility of such damages.
- b. Each party's aggregate liability arising out of or relating to this Agreement shall not exceed the total fees paid or payable by Customer to HarkX under the applicable Order Form during the twelve (12) months preceding the event giving rise to the claim.
- c. The limitation of liability set forth in Section 11(b) shall not apply to: (i) Customer's payment obligations under this Agreement; (ii) either party's infringement of the other party's intellectual property rights; or (iii) either party's fraud, gross negligence, or willful misconduct.
- d. HarkX shall not be responsible for any unauthorized access, Security Incident, service interruption, or data loss arising from Customer Systems, Third-Party Services, Customer misuse, Customer configurations, compromised credentials, or circumstances outside HarkX's reasonable control.

12. Indemnification

a. HarkX Indemnification

HarkX shall defend Customer against any third-party claim alleging that the Services, when used in accordance with this Agreement, infringe or misappropriate such third party's intellectual property rights, and HarkX shall indemnify and hold harmless Customer from any damages, liabilities, costs, and reasonable attorneys' fees finally awarded by a court of competent jurisdiction or agreed to in settlement by HarkX in connection with such claim.

HarkX shall have no obligations under this Section to the extent any claim arises from or relates to (i) Customer Data, (ii) modifications to the Services made by or on behalf of Customer, (iii) the combination or use of the Services with products, services, software, or systems not provided by HarkX, (iv) use of the Services in violation of the Documentation or this Agreement, or (v) beta,

preview, trial, or evaluation features or (vi) Customer's failure to implement updates or modifications provided by HarkX that would have avoided the alleged infringement.

If the Services become, or in HarkX's reasonable opinion are likely to become, subject to an infringement or misappropriation claim, HarkX may, at its option and expense, (a) modify the affected Services to make them non-infringing without materially reducing the core functionality of the Services, (b) obtain the rights necessary for Customer to continue using the affected Services, or (c) terminate the affected Services and provide Customer with a prorated refund of any prepaid unused fees attributable to the terminated portion of the Services.

This Section sets forth HarkX's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to any claim of intellectual property infringement or misappropriation relating to the Services.

b. Customer Indemnification

Customer shall defend, indemnify, and hold harmless HarkX, including its affiliates, officers, directors, employees, and personnel, from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Services in violation of this Agreement or applicable law; (ii) Customer Data; (iii) Customer's Systems, integrations or configurations; (iv) any unauthorized, unlawful, or fraudulent activity conducted through Customer accounts; and (v) any allegation that Customer Data or materials provided by Customer infringe, misappropriate, or otherwise violate the intellectual property or other rights of a third party.

13. Indemnification Procedures

The indemnified party shall promptly notify the indemnifying party of any claim subject to indemnification, provide reasonable cooperation and assistance in the defense of such claim at the indemnifying party's expense, and permit the indemnifying party to control the defense and settlement of the claim; provided, however, that the indemnifying party shall not enter into any settlement that admits liability on behalf of, or imposes any material obligation upon, the indemnified party without the indemnified party's prior written consent.

14. Term and Termination

- a. This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Agreement. Each Order Form shall commence on the effective date specified therein and shall continue for the Initial Term and any Renewal Terms set forth in the applicable Order Form, unless earlier terminated in accordance with this Agreement or the applicable Order Form. Either party may terminate this Agreement or any applicable Order Form: (i) upon written notice in the event of a material breach by the other party that remains uncured for thirty (30) days after receipt of written notice specifying such breach; or (ii) immediately upon written notice if the other party becomes insolvent, enters into liquidation, or ceases to conduct business operations in the ordinary course.
- b. Either party may terminate this Agreement or any applicable Order Form: (i) upon written notice in the event of a material breach by the other party that remains uncured for thirty (30) days after receipt of written notice specifying such breach; or (ii) immediately upon written notice if the other party becomes insolvent, enters into liquidation, or ceases to conduct business operations in the ordinary course.
- c. Upon expiration or termination of this Agreement or any applicable Order Form: (i) Customer's rights to access and use the affected Services shall immediately cease; (ii) Customer shall discontinue all use of the affected Services; (iii) all payment obligations accrued prior to the effective date of termination shall survive and remain due and payable; (iv) upon Customer's written request submitted within thirty (30) days following such expiration or termination, HarkX shall make Customer Data reasonably available for export or retrieval in a commercially reasonable format; and (v) following such thirty (30) day period, HarkX may delete or render inaccessible any

Customer Data in accordance with its retention policies and applicable law, except to the extent retention is required for legal, regulatory, or compliance purposes.

- d. Sections that by their nature should survive termination or expiration shall survive, including provisions relating to payment obligations, confidentiality, intellectual property rights, disclaimers, limitation of liability, indemnification, dispute resolution, and any accrued rights or remedies.

15. Compliance with Laws

- a. Each party shall comply with all applicable laws, rules, regulations, and governmental requirements in connection with its performance under this Agreement and use or provision of the Services, as applicable.
- b. Each party shall be responsible for complying with laws and regulations applicable to its own business operations, systems, data, personnel, and activities, including applicable cybersecurity, privacy, data protection, export control, sanctions, anti-corruption, and industry-specific regulatory requirements.
- c. Neither party shall access, use, export, re-export, transfer, or make available any technology, software, data, or services provided under this Agreement in violation of applicable export control, sanctions, or trade compliance laws.

16. Governing Law and Dispute Resolution

- a. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination, shall be referred to and resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference into this clause.
- b. The seat and legal place of arbitration shall be Bengaluru, Karnataka, India. The arbitral tribunal shall consist of one (1) arbitrator appointed in accordance with the MCIA Rules. The language of the arbitration shall be English.
- c. The parties agree that the existence of the arbitration, all arbitration proceedings, materials submitted in connection therewith, and any award or decision issued by the arbitral tribunal shall be treated as confidential, except to the extent disclosure is required to enforce an award, seek interim relief, comply with applicable law, or protect a legal right.
- d. Nothing in this Agreement shall prevent either party from seeking interim, injunctive, equitable, or conservatory relief from any court of competent jurisdiction to prevent actual or threatened misuse of Confidential Information, infringement of intellectual property rights, unauthorized access to the Services, or other irreparable harm.
- e. The courts located in Bengaluru, Karnataka, India shall have exclusive jurisdiction with respect to any applications for interim, injunctive, or equitable relief, enforcement of arbitral awards, and any matters arising out of or in connection with this Agreement that are not subject to arbitration.

17. General Provisions

- a. In the event of any conflict between this Agreement, an applicable Order Form, Statement of Work, Data Processing Agreement, or any incorporated exhibit or attachment, the following order of precedence shall apply unless expressly stated otherwise in the applicable document: (i) the applicable Order Form or Statement of Work, (ii) the applicable Data Processing Agreement, and (iii) this Agreement.
- b. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization, change of control, or sale of substantially all of its assets or business. Any attempted assignment in violation of this Section shall be void.
- c. This Agreement constitutes the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous proposals, understandings, representations, warranties, communications, and agreements relating thereto.

- d. The parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, fiduciary, agency, franchise, or employment relationship between the parties.
- e. Any amendment, modification, or waiver under this Agreement must be in writing and executed by authorized representatives of both parties.
- f. Any terms or conditions contained in any purchase order, procurement portal, vendor onboarding document, invoice, or other Customer-issued document shall be void and of no force or effect unless expressly agreed to in writing by authorized representatives of both parties.
- g. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h. A party's failure or delay in exercising any right or enforcing any provision under this Agreement shall not operate as a waiver of such right or provision.
- i. Customer acknowledges that it has not relied upon any representation, warranty, statement, or commitment not expressly set forth in this Agreement.
- j. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and together shall constitute one instrument.
- k. Neither party shall be liable for delays or failures resulting from causes beyond its reasonable control, including natural disasters, acts of government, labor disputes, internet outages, utility disruptions, pandemics, lockdowns, war, terrorism, civil unrest, infrastructure failures, or cyberattacks not caused by such party's failure to maintain commercially reasonable security safeguards.

Exhibit A – Service Level Agreement (SLA)

1. Service Availability

HarkX shall use commercially reasonable efforts to make the Services available on a 24x7 basis during the applicable Subscription Term and to maintain 99.9% uptime for applicable SaaS Services. Uptime calculations exclude downtime resulting from scheduled or emergency maintenance, force majeure events, internet or service provider failures, Third-Party Services or integrations, Customer Systems, environments, configurations, or actions, and circumstances beyond HarkX's reasonable control.

Uptime availability shall be calculated on a monthly basis and measured as the percentage of total minutes in the applicable calendar month during which the applicable SaaS Services are available, excluding permitted exclusions described above.

Nothing in this SLA guarantees uninterrupted, error-free, or completely secure operation of the Services.

2. Maintenance and Updates

HarkX may perform scheduled maintenance, emergency maintenance, upgrades, patches, or operational updates from time to time. Where reasonably practicable, HarkX will provide advance notice of scheduled maintenance expected to materially affect Service availability.

3. Support Services

Customer may submit support requests through designated HarkX support channels. HarkX shall use commercially reasonable efforts to respond to support requests within reasonable timeframes based on the severity and operational impact of the issue.

Severity	Description	Target Response Time
Critical	Complete Service outage or critical security impact	4 Business Hours
High	Material degradation of core functionality	1 Business Day
Medium	Limited functionality issue or workaround available	2 Business Day
Low	General inquiries or minor issues	3 Business Day

Response times are targets only and not guaranteed resolution commitments.

4. Customer Responsibilities

Customer is responsible for maintaining secure configurations and access controls, ensuring compatibility of Customer Systems and environments, maintaining internet connectivity and third-party dependencies required for use of the Services, and promptly providing information reasonably requested by HarkX to investigate or resolve support issues. Delays or issues caused by Customer Systems, environments, configurations, or actions may affect Service performance, availability, or support response times.

5. Exclusions

Service availability commitments shall not apply to issues arising from:

- a. Customer Systems, infrastructure, or configurations
- b. Third-party integrations or services not controlled by HarkX

- c. Beta, preview, or evaluation features
- d. Unauthorized use or misuse of the Services
- e. Customer internet connectivity or network environments
- f. Force majeure events or circumstances beyond HarkX's reasonable control

6. Service Credits

If the Monthly Uptime Availability for the Services falls below the applicable service level during any calendar month, Customer will be entitled to the corresponding Service Credit set out in the table below, subject to Customer submitting a written request to HarkX within thirty (30) days after the end of the relevant calendar month. The request must include sufficient information for HarkX to verify the applicable Monthly Uptime Availability.

Following verification by HarkX, any applicable Service Credit will be applied in accordance with this SLA. Service Credits are the sole and exclusive remedy available to Customer, and represent HarkX's entire liability, for any failure to achieve the service levels set out in this SLA.

Monthly Uptime Availability	Service Credit
99.6% – 99.9%	No Credit
99.1% – 99.5%	2 Hours
96.1% – 99.0%	4 Hours
95.1% – 96.0%	1 Day
Below 95.0%	1 Month

6. Modifications to SLA

HarkX may update or modify this SLA from time to time, provided that any material reduction in Service commitments shall not take effect until renewal of the applicable Subscription Term.