

**Exhibit D – Support Terms**

For the on-going services, DeepSeas will provide the level of services as described in the Exhibit D. Support shall only be provided to Customer’s technical staff members, and only in accordance with the DeepSeas Standard Customer Support Policies and Procedures set forth as follows:

**a. Service Hours**

- I. Managed Detection and Response (MDR) Services will be provided 24x7x365.
- II. All the other Services will be performed Monday through Friday, excluding designated DeepSeas holidays (“Normal Business Hours”), unless otherwise noted herein.

DESIGNATED HOLIDAY	DATE OBSERVED
New Year’s Day	January 1
Martin Luther King Jr Day	3rd Monday of January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

**b. Service Maintenance Windows**

- I. DeepSeas will utilize Scheduled Maintenance Windows to upgrade equipment, software, and facilities which may add capacity, new features, resiliency, improvements, and bug fixes.
- II. DeepSeas may perform scheduled maintenance during the Scheduled Maintenance Windows as defined below (Table 2), with or without prior written notice.
- III. The scheduled maintenance windows for infrastructure upgrades and software releases will occur according to the following schedule defined below Table:
- IV. DeepSeas may need to perform emergency or non-scheduled maintenance from time to time and therefore reserves the right to perform maintenance at any time should emergency maintenance be necessary. In such an event, DeepSeas will attempt to provide 24-hour advance written notice or as soon as practicable for the maintenance event.

REGION	TIMES
Primary Data Centers	Every Sunday – From 12:00 a.m. until 4:45 a.m. Pacific Standard Time Every 3rd Sunday* - 9:00 p.m. until 4:45 a.m. Pacific Standard Time
Secondary Data Centers	Every Saturday – From 12:00 a.m. until 4:45 a.m. Pacific Standard Time 4th Saturday* - 9:00 p.m. until 4:45 a.m. Pacific Standard Time

If the day falls on a DeepSeas designated holiday or other special day, DeepSeas may reschedule the monthly maintenance window.

**a. Service Availability and Service Levels**

**AVAILABILITY CATEGORIES**

If, in a given month, the Availability of a particular Availability Category drops below the Minimum Availability % set forth in the table below, then DeepSeas will have created one (1) Service Level Default in that category. Under no circumstance can there be more than one Service Level Default per Availability Category per month.

## AVAILABILITY CATEGORIES AND MINIMUM AVAILABILITY %

Availability Category	Minimum Availability %
Network Security Traffic MDR	99.9999%
SOC Resources	99.9999%

### AVAILABILITY DETAILS

A Network Security Traffic MDR Availability default occurs when Customer's network traffic is not being delivered or flowing as a result of the provided Network Security appliance, provided such failure to deliver is not the result of any of the exceptions captured in the SLA Exception table below. A SOC Resource Availability default occurs when the DeepSeas Security Operations Center staff is not available to perform the Services, provided such failure to deliver is not the result of any of the exceptions captured in the SLA Exception table below.

### THREAT NOTIFICATION ALERT DEFAULT THRESHOLDS

The following table describe DeepSeas' Threat Notification Alert Default Thresholds, Target and Minimum Notification Times, and Target and Minimum Service Level Agreements (SLAs):

THREAT NOTIFICATION ALERT DEFAULT THRESHOLDS					
SEVERITY	DESCRIPTION	NOTIFICATION TIME*	SERVICE LEVEL	MIN. NOTIFICATION	MIN. SERVICE LEVEL
Level 1 Critical	Could cause severe business impact/service disruption to critical services/systems · Risk potential includes financial, reputational, regulatory, legal, etc. Targeted attack / attempts by internal or external parties. Repeated attempts to obtain or export unauthorized information or access. Generates public interest.	<15 minutes	99.99%	30 minutes	99.5%
Level 2 High	Major impact to multiple critical systems or services. Major impact to sensitive data. Multiple malware infections on internal network – 5 hosts and up – or suspected ransomware. Potential for public interest	<15 minutes	99.99%	30 minutes	99.5%
Level 3 Moderate	Any infection beyond potentially unwanted program/adware. Malware infection on 1-4 hosts. Potential for service disruption on users.	<1 hour	99.99%	2 hours	99.5%
Level 4 Low	Impacts a single system or service. Impacts a non-critical enterprise system or service. Potential unfriendly or unintentional activity by internal or external parties	<1 hour	99.99%	4 hours	99.5%

### SERVICE LEVEL PENALTIES FOR FAILURE TO PERFORM

The following service level agreements shall be effective from the date the Service is placed in live use. Service credits will be owed to Customer based on the following table, subject to the Grace Period set forth thereafter:

SERVICE LEVEL AGREEMENT DEFAULTS	
# OF SERVICE LEVEL DEFAULTS	CUSTOMER CREDIT
0-1	0% of monthly service charges for the Services
2-4	5% of monthly service charges for the Services
5-6	10% of monthly service charges for the Services
7 or more	15% of monthly service charges for the Services

Customer is entitled to a credit if IT Solutions has two (2) or more Service Level Defaults in any month. Maximum cumulative penalties shall not exceed 15% of the total monthly fees for the Services.  
 \*\*Outages associated with the Customer’s environment would preclude the declaration of a Service Level Default.

**CREDIT GRACE PERIOD**

In the event that IT Solutions owes any service credits under this section, IT Solutions will have the opportunity to earn back those credits. If the one-month immediately following the issuance of any service credit(s) does not contain any Service Level Defaults, 100% of the credits will be forgiven. Service credits shall only be issued to Customer after this one-month grace period.

**SLA EXCEPTIONS**

If Customer is unable to access the Services for any of the reasons set forth below, such event shall not constitute an "Outage" for any portion of the time period of the inaccessibility.

SLA EXCEPTIONS		
ITEM	REASON	DEFINITIONS
1	External Support Callback	Accessibility issue that requires third party resources (not including DeepSeas contract work) to resolve, such as those that require the engagement of a third-party vendor to make repairs and those associated with equipment that is not covered by a 24x7x365 maintenance agreement.
2	Third Party	Accessibility issues associated with the actions or inactions of third parties not affiliated with DeepSeas and for which DeepSeas has no control or ability to remedy.
3	Customer Availability	Accessibility issues DeepSeas is unable to resolve because it is unable to contact Customer in order to resolve the problem.
4	Facility Access Issue	After-Hour access issue where Customer cannot control building access and entry cannot be granted through other means.
5	Force Majeure	Accessibility issues caused by any incident of force majeure, as defined in this Statement of Work (SOW) and/or a governing Master Services Agreement (MSA).
6	Connectivity	Accessibility issues caused by telecommunications or internet failures between DeepSeas and Customer or by telecommunications or internet connectivity issues on Customer side.
7	Scheduled	Scheduled events at the request of any authorized Customer resource.
8	Planned Maintenance	Accessibility issues caused by planned maintenance downtime, provided that: (i) such planned maintenance; (ii) DeepSeas provides Customer with at least forty eight (48) hour advanced notice; and (iii) such planned maintenance is planned for non-core business hours as much as practicable
9	Facilities	Accessibility issues caused by facilities issues such as problems related to power, air handlers etc.
10	Responsibilities	Accessibility issues caused by any agent, contractor, or employee of Customer.
11	Customer-Provided Maintenance	Customer’s lack of hardware and/or software maintenance after any applicable vendor warranty period expires.
12	Breach	Any accessibility issue caused by Customer’s breach of this SOW or Customer's breach of any other SOW between Customer and DeepSeas.