



Software Subscription Agreement General Terms & Conditions Agreement (USA) January 2025 v3



Schedule

Customer Details	Name	[insert name]	
	Address	[insert]	
	Contact person	Name	[insert]
		Position	[insert]
		Email	[insert]
		Ph:	[insert]

Executed as an agreement by:

Airlock Digital Inc	Signature	
	Name of Signatory	
	Position	
	Date	
Customer	Signature	
	Name of Signatory	
	Position	
	Date	

1. Binding Agreement

- 1.1 These General Terms and Conditions, the EULA together and the Airlock Digital Invoice constitute a binding agreement (Agreement) between the purchasing entity set out in the Schedule (Customer) and Airlock Digital Inc a Delaware Incorporation having its principal place of business at 251 Little Falls Drive, Wilmington, Delaware, 19808 (Airlock Digital), governing the provision and use of the Subscription Services from Airlock Digital to the Customer (and any Customer affiliates named on the applicable Airlock Digital Invoice).
- 1.2 A contract is formed upon the earlier of execution of this Agreement or the Customer making payment of the Subscription Fee set out in an Airlock Digital Invoice, and the Customer confirms that it has read, understands and agrees to be bound by the terms of this Agreement.
- 1.3 For the avoidance of doubt, the Customer agrees that:
 - a. none of the Customer's terms apply to the Subscription Services offered by Airlock Digital to the Customer pursuant to this Agreement; and
 - b. any document issued by the Customer to Airlock Digital, including but not limited to a purchase order, shall be taken as the Customer's internal administrative document issued for its own convenience only, and any terms therein will not be binding on Airlock Digital.

2. Application Of Terms

- 2.1 These General Terms and Conditions comprise three parts:
 - a. Part A applies to the use of all Airlock Digital Software, products and services;
 - b. Part B contains additional specific terms applicable to the Platform; and
 - c. Part C contains additional specific terms applicable to Consulting Services.

PART A

3. DEFINITIONS

In this Agreement

Affiliate	means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where "ownership" means the beneficial ownership of more than fifty percent (50%) of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.
Airlock Digital Invoice	means an invoice issued by Airlock Digital to the Customer specifying the Software, Platform or Services to be provided pursuant to this Agreement.
Authorized User	means a person the Customer authorizes and notifies to Airlock Digital may access the Platform.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the State of Delaware, USA.
Consulting Services	means any custom professional services (e.g., Platform implementation, support or strategic consultancy) that are provided to the Customer as set out in an Airlock Digital Invoice.
Customer Data	means the Customer's proprietary data information provided by the Customer to Airlock Digital in connection with the performance of the Subscription Services. For clarity Customer Data is not Usage Data.
Customer Portal	The site located at https://www.airlockdigital.com/portal/login-page/ or such other site as advised by Airlock Digital from time to time.
Deliverables	means any deliverables provided by Airlock Digital in connection with Consulting Services.
Documentation	means the documentation included with the Software or as found in the Customer Portal

End Point	means the specific device upon which the Software may be used and installed, for which the Customer has paid the Subscription Fees.
EULA	means the Airlock Digital End User License Agreement in force from time to time as published in the Customer Portal.
Force Majeure	means any occurrence or omission as a direct or indirect result of which Airlock Digital is prevented from or delayed in performing any of its obligations, is beyond its reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.
Intellectual Property Rights	means all intellectual property rights which may subsist anywhere in the world, now or in the future, including but not limited to the following rights: a. patents, copyright, rights in circuit layouts, specifications, designs, drawings, discoveries, inventions, trade secrets, product concepts, formulae, brands, logos, data bases, know how, trademarks, domain names, business names, copyright and any right to have confidential information kept confidential; and b. any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered
Personal Information	has the meaning set out in the Airlock Digital Privacy Policy (https://www.airlockdigital.com/privacypolicy)
Platform	means the cloud-based SaaS provided by Airlock Digital to host the Software.
Renewal Period	any period of extension of then current Subscription Period.
SLA	means the Airlock Digital Service Level Agreement set out in Appendix B.
Software	means any Airlock Digital software or third-party software used by Airlock Digital to provide the Subscription Services as set out in an Airlock Digital Invoice.
Subscription Fee	means the amounts payable by the Customer for the Subscription Services during the Subscription Period.
Subscription Period	means the period during which Airlock Digital will provide the Subscription to the Customer as set out in the Airlock Digital Invoice.
Subscription Services	means the use of the Software, Consulting Services or access to the Platform by the Customer as set out in an Airlock Digital Invoice.
Usage Data	means data that is generated by or derived from the Customer's use of the Software processed by Airlock Digital for its analysis, development, improvement, maintenance, auditing of the Software and Platform, security, fraud detection and prevention for the Subscription Services, and similar technological operational purposes and as described in the Airlock Digital's PII & Data Collection Policy set out in Appendix A and as updated from time to time in accordance with this Agreement.

3.2 Capitalized terms that are not defined in these General Terms and Conditions have the meaning set out in the EULA.

3.3 All amounts expressed in this Agreement are expressed in US Dollars.

3.4 In the event of a conflict between any of the documents forming this Agreement the descending order of precedence will be as follows: the Airlock Digital Invoice, these General Terms and Conditions, the EULA, and any document annexed to the Airlock Digital Invoice.

4. Grant Of License

4.1 Subject to and in accordance with this Agreement, Airlock Digital grants to the Customer a worldwide, non-exclusive, non-transferable license to use the Subscription Services during the Subscription Period for itself and its Affiliates' internal business purposes on the terms set out in the EULA.

5. End Points

- 5.1 The Subscription Services may be used solely by the number of End Points specified in the applicable Airlock Digital Invoice and may not be used by more than that number of End Points concurrently.
- 5.2 Unless otherwise specified in the Airlock Digital Invoice, for each End Point license purchased, the Customer may install one (1) instance of the Software on systems owned or operated by the Customer or the respective Affiliate.
- 5.3 Each End Point is unique to a device and may not be shared but may be reassigned to a new device replacing one no longer requiring use of the Subscription Services.
- 5.4 The Customer may request additional End Points at any time during a Subscription Period in accordance with clause 8.
- 5.5 Airlock Digital may monitor the Customer's End Point usage and invoice the Customer for any End Points additional to those paid for by the Customer, provided that Airlock Digital shall notify the Customer in advance of any such billing.

6. Subscription Period

- 6.1 The Customer's Subscription Period shall commence on the later of the date specified on the Airlock Digital Invoice or payment of the Subscription Fees and continue until the earlier of
 - a. expiration of all Subscription Periods; or
 - b. termination of this Agreement.
- 6.2 If a Subscription Period has not been renewed by the Customer within 5 Business days after the end of the Subscription Period Airlock Digital may at any time thereafter disable the Software and suspend the Subscription Services.

7. Subscription Fees & Payment

- 7.1 Except as otherwise specified in an Airlock Digital Invoice all Subscription Fees will be invoiced annually in advance and are due in full thirty (30) days from the invoice date (Due Date).
- 7.2 If the Subscription Period stated in an Airlock Digital Invoice is for multiple years, the specified annual fees are due in advance in each year of the Subscription Period, or as otherwise specified in the Airlock Digital Invoice.
- 7.3 All payments must be made by electronic funds transfer, wire or credit card in US Dollars.
- 7.4 In the case of payment by credit card Airlock Digital reserves the right to charge the Customer a surcharge equivalent to the cost incurred by Airlock Digital (including without limitation any merchant fees) to accept a credit card payment.
- 7.5 The Customer is responsible for providing complete and accurate billing and contact information to Airlock Digital and notifying Airlock Digital of any changes to such information.
- 7.6 Airlock Digital reserves the right to charge late fees on the outstanding balance of any Subscription Fees not received from the Customer by the Due Date at the rate of 3% over the cash rate at the Reserve Bank of Australia (or, if that rate ceases to exist, a comparable rate nominated by Airlock Digital) calculated daily from the date such payment was due until the date paid.
- 7.7 All Subscription Fees are stated exclusive of all local, state, federal or foreign sales taxes, GST, VAT, levies or duties of any similar nature applicable to the supply of the Subscription Service to the Customer (Taxes) and the Customer must pay to Airlock Digital an additional amount equal to the prevailing rate of Taxes, at the same time and in the same manner as the Subscription Fees.
- 7.8 Except as otherwise expressly specified on an Airlock Digital Invoice, if Airlock Digital offers the Customer promotional pricing or discounts in connection with the Subscription any such pricing will only be applicable to the initial Subscription Period for which they are offered, and not to any Renewal Periods.
- 7.9 The Subscription Fee may be subject to change without notice from time to time, provided that any revised Subscription Fees will only apply to Additional Scope (subject to clause 8.1) or to any Renewal Period.

- 7.10 Except as otherwise specified in these General Terms and Conditions or on an Airlock Digital Invoice, and subject to any applicable laws, payment obligations are non-cancellable, and fees paid are non-refundable.

8. Upgrade or Additions to Customer Subscription

- 8.1 During the Subscription Period, the Customer may request to expand or purchase additional Subscription Services (Additional Scope).
- 8.2 If the Customer makes a request for Additional Scope Airlock Digital will issue a new Airlock Digital Invoice specifying the details of the Additional Scope.
- 8.3 Unless otherwise specified in the new Airlock Digital Invoice, Additional Scope will be charged at Airlock Digital's rates current at the date of the most recent Airlock Digital Invoice issued to the Customer, prorated for the remainder of the current Subscription Period.
- 8.4 Upon payment of the amount set out in the new Airlock Digital Invoice Airlock Digital will provide the Additional Scope to the Customer.
- 8.5 For clarity, unless otherwise agreed by Airlock Digital, Airlock Digital is under no obligation to provide Additional Scope until the applicable Airlock Digital Invoice is paid in full.

9. Cancellation of Subscription by Customer

- 9.1 The Customer may cancel its Subscription and terminate this Agreement at any time for any reason upon providing not less than 40 Business Days written notice to Airlock Digital provided that upon any such termination:
- the Customer will not receive any refunds or credits for amounts relating to any part of the current Subscription Period; and
 - to the extent that the Customer has not already paid all applicable Subscription Fees for the current Subscription Period, all such fees become immediately due and payable as a debt to Airlock Digital.

10. Software Delivery and installation

- 10.1 Airlock Digital will deliver the Software or provide access to the Platform through the delivery of online login instructions (typically via email) to the Customer following receipt of payment of the Subscription Fees.
- 10.2 The Customer is responsible for accessing the Customer Portal to determine when the Subscription Services are available for delivery.
- 10.3 Unless otherwise agreed by Airlock Digital all deliveries of Software under this Agreement will be by electronic means only.
- 10.4 Installation and use of the Software is all times subject to the terms of the EULA.

11. Updates to Subscription Services

- 11.1 The Customer acknowledges that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Airlock Digital regarding future functionality or features.
- 11.2 Provided that the Customer has an active and paid Subscription:
- Airlock Digital will provide updates to the Subscription Services from time to time as and when such updates are released by Airlock Digital; and
 - support services provided by Airlock Digital as part of the Platform solution include technical support and workarounds so that the Platform operates in material conformance with the Documentation.
- 11.3 For the avoidance of doubt, updates:
- to the Subscription Services may include subsequent software releases to, bug fixes, patches, error corrections, minor and major releases, new platform changes, or modifications or revisions that enhance existing performance; and
 - exclude new products, modules or functionality for which Airlock Digital may charge a separate fee.

11.4 The Customer acknowledges and agrees that:

- a. Airlock Digital may from time to time invite the Customer to participate in trials, early releases or beta testing of Subscription Services (Beta Versions) which may be subject to additional terms and conditions.
- b. any Beta Versions are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Subscription Services; and
- c. to the maximum extent permitted by applicable law, Airlock Digital disclaims all obligations or liabilities with respect to Beta Versions, including any support, warranty and indemnity obligations.

12. Support

- 12.1 During the Subscription Period Airlock Digital will provide support for the Subscription Services in accordance the terms of the SLA.

13. Intellectual Property Rights

13.1 The parties acknowledge and agree that:

- a. Airlock Digital owns all Intellectual Property Rights in the Subscription Services, and title remains at all times exclusively vested in Airlock Digital;
- b. as between the Customer and Airlock Digital, the Customer retains all rights, title and interest in and to all Customer Data and Airlock Digital will not obtain any ownership rights in such data;
- c. solely to the extent required to provide or improve the Subscription Services the Customer hereby grants to Airlock Digital a royalty free, non-exclusive, irrevocable license during the Subscription Period to use, copy, adapt or modify the Customer Data; and
- d. Airlock Digital may access the Customer Data if such access is required to respond to a Customer support requests.

13.2 If any person makes any claim alleging that any of the Subscription Services (or use of any of them) infringes any Intellectual Property Rights of any person, the Customer must:

- a. promptly notify Airlock Digital in writing;
- b. not make any admissions or take any action in relation to the claim without Airlock Digital's written consent;
- c. permit Airlock Digital control over all investigations, negotiations, settlement and dispute resolution proceedings relating to the claim; and
- d. cooperate with, assist and act at all times in accordance with the reasonable instructions of Airlock Digital in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.

14. Confidentiality

- 14.1 Except as otherwise set out in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party (Receiving Party) by the disclosing party (Disclosing Party) constitute the confidential property of the Disclosing Party (Confidential Information), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure.

- 14.2 The Software, Documentation, Platform and any other Subscription Services (including any performance information relating to them) will be deemed Airlock Digital's Confidential Information without any marking or further designation.

14.3 A Receiving Party:

- a. will hold in confidence and not disclose any Confidential Information to third parties; and
- b. will not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement

- c. may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this clause 14
- 14.4 A Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can demonstrate:
 - a. was rightfully in its possession or known to it prior to receipt of the Confidential Information;
 - b. is or has become public knowledge through no fault of the Receiving Party;
 - c. was rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or
 - d. was independently developed by employees of the Receiving Party who had no access to such information; or
 - e. disclosure is required by law or a court order, but only to the minimum extent required to comply with such law or order following prior notice to the Disclosing Party.
- 14.5 Each Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and the Disclosing Party will be entitled to seek injunctive relief in addition to whatever other remedies it might have at law.
- 14.6 Solely and only to the extent required in connection with the provision of the Subscription Services to the Customer:
 - a. Airlock Digital may share Customer Data or Customer's Confidential Information with Airlock Digital's Affiliates or third-party vendors (Vendors) that work on Airlock Digital's behalf or provide services to Airlock Digital, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Platform, provided those Affiliates and Vendors are subject to confidentiality restrictions regarding Customer Data and Customer's Confidential Information no less stringent than required under this clause 14;
 - b. the Customer hereby consents to such use of Customer Data and Customer's Confidential Information by Airlock Digital's Affiliates and Vendors; and
 - c. Airlock Digital shall remain fully liable for all acts or omissions of any of its Affiliates or Vendors.

15. Usage Data

- 15.1 The Customer acknowledges and agrees that Airlock Digital may collect or receive Usage Data in connection with the Customer's use of the Subscription Service which may include details regarding:
 - a. any software, files, exploits or other threats flagged by the Software (including but not limited to relevant context of such flags, such as file source, file format and user information)
 - b. the hardware and any peripheral hardware associated with the End Points;
 - c. the version of the Software used by any End Point and what operating conditions it runs under;
 - d. the End Point internet protocol address and geographic location; and
 - e. log data, number of accounts, and usage statistics collected by the Subscription Services or otherwise provided by the Customer or its End Points relating to the Subscription Services.
- 15.2 The Customer acknowledges and agrees that:
 - a. Usage Data is collected and used for the purpose of tracking malicious software, exploits and other threats, and evaluating and improving Airlock Digital's products and services;
 - b. Airlock Digital may use the Usage Data for its business purposes, including, without limitation, sharing Usage Data relating to malicious software, exploits or other threats flagged by the Subscription Services with third parties, provided that such Usage Data:

- (i) to the extent, if any, it contains any Personal Information such as Personal Information is anonymized and/ or aggregated; and
- (ii) is not distributed or otherwise conveyed in a context that could reasonably identify the Customer as its source without the Customer's prior written consent.

16. Security & Privacy

- 16.1 Airlock Digital's Privacy Policy, available at <https://www.airlockdigital.com/privacypolicy> and upon request (Privacy Policy) applies to each person that accesses or uses the Software or Platform (as applicable) and Airlock Digital will manage all Personal Information in accordance with the Privacy Policy and applicable laws.
- 16.2 Without limiting the Privacy Policy the Customer acknowledges and agrees that Airlock Digital may collect and track Usage Data in accordance with this Agreement.
- 16.3 The Customer and any person's use of the Software operates as its ongoing consent to the collection of the Usage Data by Airlock Digital in accordance with this Agreement.

17. Warranties

- 17.1 Each Party warrants and represents that:
 - a. no authorization or approval from any third party is required in connection with its execution, delivery, or performance of its obligations under this Agreement; and
 - b. it shall comply fully with all applicable laws (including, without limitation, export laws, regulations relating to use of the Subscription Services in its place of business and privacy laws and regulations.
- 17.2 The Customer represents and warrants that
 - a. it has valid title or license to all Customer Data; and
 - b. it has all rights necessary to grant Airlock Digital the rights set forth in this Agreement; and
 - c. it is not named on any Australian government list of persons or entities prohibited from receiving exports;
 - d. it will not to export, re-export, or transfer the Software or Documentation to any country to which the United States of America has embargoed or restricted the export of goods or services, to any national of any such country, wherever located, who intends to transmit or transport the products back to such country or to any person or entity who has been prohibited from participating in export transactions by any agency of the US government; and
 - e. it agrees that the Subscription Services is not intended to, and will not, operate as a data storage or archiving product or service, and Customer will not to rely on the Subscription Services for the storage of any Customer Data.
- 17.3 Airlock Digital warrants that:
 - a. the Subscription Services will:
 - b. under normal conditions of use, perform materially in accordance with the applicable Documentation;
 - c. be performed in a professional manner consistent with general market standards for comparable services;
 - d. it owns the Software and all applicable Intellectual Property or has the necessary licenses, rights, consents and permissions to use and supply the Subscription Services to perform its obligations under this Agreement; and
 - e. that it implements and maintains an information security program that uses appropriate physical, technical and organizational measures designed to protect Customer Data from unauthorized access, destruction, use, modification or disclosure and maintains a compliance program that includes independent third-party certifications to assure the quality of its information security program.

18. License Verification

- 18.1 Upon Airlock Digital's written request, the Customer will promptly confirm in writing whether its use of the Subscription Services is in compliance with this Agreement.

- 18.2 On reasonable advance written notice Airlock Digital or its authorized agents may audit the Customer's use of the Software Products to confirm the Customer's compliance with this Agreement, provided that such audit occurs no more than once every twelve (12) months and Airlock Digital uses reasonable efforts to minimize disruption to the Customer.
- 18.3 The Customer acknowledges and agrees that if it exceeds its allocation of End Point licenses, Airlock Digital may invoice for that excess use, and the Customer will pay Airlock Digital in accordance with the period set out in clause 7.1.

19. Suspension

- 19.1 Without prejudice to or limiting any of its rights under this Agreement Airlock Digital may suspend access to the Software or the Platform if, in Airlock Digital's reasonable determination:
- there are technical problems with the Subscription Services that requires repairs or maintenance;
 - the Customer fails to pay an undisputed invoice within ten (10) days after Airlock Digital gives Customer notice of such failure (which may be by email or telephone);
 - the Customer uses or attempts to use the Subscription Services in a manner that contravenes any applicable local, state, federal, or foreign laws or regulations;
 - the Customer has committed a material breach of the terms of this Agreement (as determined by Airlock Digital); or
 - it is necessary to comply with Airlock Digital's legal obligations.
- 19.2 Airlock Digital will provide notice of such suspension, and when commercially possible, will work in good faith with the Customer to resolve the issue causing the suspension so that access to the Subscription Services may be restored.

20. Termination

- 20.1 Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within fifteen (15) Business Days following written notice specifying the breach.
- 20.2 If this Agreement is terminated by the Customer in accordance with clause 21.1, Airlock Digital's sole liability to the Customer will be a refund of any prepaid fees covering the remainder of the Subscription Period of all applicable Airlock Digital Invoices after the effective date of termination.
- 20.3 If this Agreement is terminated by Airlock Digital in accordance with clause 21.1, the Customer must pay any unpaid Subscription Fees relating to the remainder of all Subscription Periods of all Airlock Digital Invoices.
- 20.4 In no event will termination relieve the Customer of its obligation to pay any fees due or payable to Airlock Digital for the period prior to the effective date of termination.

21. Effect of Termination

- 21.1 Subject to clause 22.3 upon the expiration or termination of this Agreement for any reason:
- the Customer's right to use the Subscription Services will immediately cease, and Airlock Digital will have no further obligation to make the Subscription Services available to the Customer;
 - all rights and licenses granted to the Customer under this Agreement will immediately cease and terminate;
 - without limiting the obligations set out in clause 21 the Customer must immediately pay any outstanding Subscription Fees to Airlock Digital;
- 21.2 Airlock Digital will:
- make available to the Customer, any logs or Customer Data (if any) hosted or stored in the Platform in a standard commercial format for a period not exceeding 30 days after the date of termination (Data Retention Period); and
 - upon expiry of the Data Retention Period Airlock Digital will have no obligation to maintain or provide any Customer Data, and will delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation or as

Airlock Digital routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so.

- 21.3 Except for any accrued rights or remedies under this Agreement or at law, neither party shall have any further liability or obligation to the other party in respect of this Agreement.

22. Liability

- 22.1 This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations and if such legislation applies, to the maximum extent possible, Airlock Digital limits its liability in respect of any claim to:
- a. in the case of goods supplied to the Customer, the replacement of the goods or the supply of equivalent goods (or the payment of the cost to the Customer of the replacement or supply), or the repair of the goods (or the payment of the cost to the Customer of the repair); and
 - b. in the case of services supplied to the Customer, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.
- 22.2 Other than warranties expressly granted under clause 18 and those, if any, that cannot be disclaimed or excluded under applicable law to the full extent permitted by law, Airlock Digital excludes all representations, warranties or terms (whether express or implied) including without limitation for merchantability, satisfactory quality or fitness for a particular purpose.
- 22.3 In any event Airlock Digital's total aggregate liability to the Customer for all claims howsoever arising (including, without limitation, negligence) in connection with this Agreement is limited to and will not exceed:
- a. in connection with a breach of Airlock Digital's obligations under clause 17, the lesser of two (2) times the Subscription Fees actually paid by the customer under this agreement for the 12 month period arising prior to the relevant claim or \$2,000,000; and
 - b. for any other claim, the Subscription Fees actually paid by the customer under this agreement for the 12 month period arising prior to the relevant claim.
- 22.4 To the maximum extent permitted by law, Airlock Digital excludes all liability in respect of interruption of business or any consequential, incidental, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, loss of data, costs of procurement of substitute goods or services, loss of use of equipment, or interruption of business, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages or such damages were in the contemplation of the parties when this Agreement was formed.
- 22.5 A party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.
- 22.6 Airlock Digital has no liability to the Customer to the extent that:
- a. Airlock Digital's performance of the Agreement is prevented by Force Majeure; or
 - b. a failure of the Subscription Services (or any part thereof) is attributable to any act or omission on the Customer's part.
- 22.7 If Airlock Digital is unable to perform its obligations under this Agreement as a result of Force Majeure for a period that lasts for longer than 60 days, either party may terminate this Agreement by written notice to the other (to take effect immediately) whereupon Airlock Digital's sole liability to the Customer will be a refund of any prepaid fees covering the remainder of the Subscription Period of all applicable Airlock Digital Invoices after the effective date of termination.

23. INDEMNITY

- 23.1 The Customer hereby indemnifies Airlock Digital, its employees, agents, subcontractors and licensees (Airlock Digital Parties) against any claim, demand, suit or proceeding (including legal costs on a solicitor client basis) made or brought against one or more of the Airlock Digital Parties by a third party alleging that:
- a. the use, disclosure or dissemination of any Customer Data in accordance with this Agreement; or
 - b. the Customer's use of any Subscription Services in breach of this Agreement,

infringes or misappropriates such third party's Intellectual Property Rights or violates applicable law, including violation of privacy or spamming laws or regulations

24. Dispute resolution

- 24.1 If any dispute between the parties arises from or in connection with this Agreement or the Subscription Services (Dispute), the parties agree to resolve it in the manner set out in this clause 25, and a party may not commence court proceedings concerning the Dispute unless:
 - a. the party starting proceedings has complied with this clause 25; or
 - b. the party starting proceedings seeks urgent interlocutory relief.
- 24.2 A party claiming that a Dispute has arisen must notify the other party specifying the nature of the Dispute (Dispute Notice).
- 24.3 Within 10 Business Days after the date the Dispute Notice is given, a senior representative from Airlock Digital and the Customer (Representatives) must attempt to resolve the Dispute acting reasonably and fairly with the aim of achieving a mutually beneficial outcome given the circumstances.
- 24.4 If the Dispute is not resolved by the Representatives within 10 Business Days of the Dispute Notice, the Chief Operating Officers / CEO (Executive) of each party must hold a meeting within 20 Business Days of the Dispute Notice at which the parties will use their best endeavors to resolve the Dispute.
- 24.5 If the Executives are unable to resolve the Dispute within 20 Business Days of the Dispute Notice, the Dispute shall be determined by arbitration before one arbitrator, and unless the parties agreed in writing otherwise, in New York. The arbitration shall be administered by JAMS pursuant to its JAMS International Arbitration Rules & Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause 25 shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 24.6 Each party must pay its own expenses incurred in the Dispute resolution processes under this clause 25, except to the extent a court determines otherwise.
- 24.7 Subject to Airlock Digital's rights under clause 20, each party must continue to perform its obligations under this Agreement despite the existence of a Dispute except to the extent that the matter the subject of the dispute and matters necessarily dependent on it cannot be proceeded with until the Dispute has been resolved.
- 24.8 Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

25. Notices

- 25.1 Any notice under this Agreement must be given in writing.
- 25.2 Airlock Digital may provide notice to the Customer at the physical or email address set out in the Schedule or the Airlock Digital Invoice.
- 25.3 All notices to Airlock Digital must be sent to the address set out in the Airlock Digital Invoice and by email to legal@airlockdigital.com.
- 25.4 A notice is treated as having been duly given and received:
 - a. when delivered (if left at that party's address provided it is delivered during business hours);
 - b. on the third business day after posting (if sent by pre-paid mail);
 - c. in the case of email, when the email has been sent except if:
 - d. the sender receives an email indicating that the email has not been received within four hours of being sent; or
 - e. the time of dispatch is after 17:00 in the place in which the notice is received, in which case the notice is regarded as received at 09:00 on the next Business Day.

26. Variations to Terms

- 26.1 Subject to the provisions of this clause 27 Airlock Digital may vary these General Terms and Conditions or the EULA from time to time by providing written notice to the Customer (Variation Notice).
- 26.2 A Variation Notice will specify the effective date of the variation and may include website links to the varied terms.
- 26.3 Subject to clause 27.4 variations described in a Variation Notice will only take effect at the commencement of the next Renewal Period.
- 26.4 Where a variation is required to address compliance with any law, or is necessary to implement new product features Airlock Digital may specify that such variation become effective during the current Subscription Period provided that if the Customer objects to the variation:
 - a. it may (as its exclusive remedy) terminate the affected Subscription Services by written notice to Airlock Digital within 30 days of the date of the Variation Notice; and
 - b. Airlock Digital will refund the Subscription Fees already paid by the Customer for use of the affected Subscription Services for the terminated portion of the applicable Subscription Period.
- 26.5 Without limiting the rights and obligations under this clause 27 Airlock Digital and the Customer may vary this Agreement by written agreement at any time.

27. Miscellaneous

- 27.1 Relationship: The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.
- 27.2 No Assignment: Neither party may assign this Agreement without the other's written consent, which consent shall not be unreasonably withheld or delayed.
- 27.3 Waiver: No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right and the failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.
- 27.4 Severance: If any provision of this Agreement is held to be void, voidable or unenforceable, it shall be taken to be severed from the agreement without affect to the enforceability of the remaining provisions of this Agreement.
- 27.5 Actions: Each party agrees to do all things and take all actions that may be necessary to give effect to this Agreement.
- 27.6 Survival: All provisions of this Agreement relating to disclaimers of warranties, remedies, damages, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.
- 27.7 Language: The English-language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.
- 27.8 Governing Law: The laws in the State of Delaware govern this Agreement. The Parties submit to the exclusive jurisdiction of the Courts of Delaware.

PART B

CLOUD BASED SERVICE / PLATFORM

The following additional terms apply specifically to use of the Platform by the Customer:

1. Access To the Platform

- 1.1 Airlock Digital grants to the Customer a non-exclusive, non-transferable, revocable license to use the Platform and the Documentation for the Subscription Period.

2. Login Credentials

- 2.1 Airlock Digital will provide the Customer access to the Platform for the Subscription Period by providing login credentials to Authorized Users.
- 2.2 The Customer acknowledges and agrees that it is solely liable for:
- a. all actions taken using Authorized User accounts and passwords; and
 - b. any breach of this Agreement by any Authorized User.
- 2.3 The Customer must:
- a. take all reasonable precautions to maintain the security of its access to the Platform, and without limiting the generality of this obligation, the Customer must not allow any person other than an Authorized User to access the Platform;
 - b. ensure that its Authorized Users comply with the obligations imposed on the Customer under this Agreement; and
 - c. ensure that all Authorized Users keep their user IDs and passwords strictly confidential and do not share such information with any other persons.

3. Intellectual Property

- 3.1 The Customer acknowledges and agrees that the Platform, the contents of the Platform, the Documentation and any other information or materials that are supplied by Airlock Digital to the Customer during the Customer's use of the Platform remain the exclusive property of Airlock Digital or its third party licensors.
- 3.2 The Customer must not:
- a. modify or adapt or create derivative works of the Platform;
 - b. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code underlying ideas, algorithms, file formats or non-public APIs to any part of the Platform, except to the extent allowed by this Agreement or applicable law for interoperability purposes; or
 - c. remove or obscure any proprietary or other notices contained in any part of the Platform;
 - d. use the Platform for competitive analysis or to build competitive products;
 - e. publicly disseminate information regarding the performance of the Platform;
 - f. use the Platform to access services other than the Subscription Services the Customer is entitled to use; or
 - g. encourage or assist any third party to do any of the above.

4. Platform Availability

- 4.1 Airlock Digital will use all reasonable commercial efforts to ensure that the Customer may access the Platform as required but the Customer acknowledges and agrees that:
- a. Airlock Digital does not guarantee the reliability or availability of the Platform, or that the Platform will be available 24 hours a day seven days a week;
 - b. Airlock Digital's ability to provide access to the Platform is dependent on third party suppliers to Airlock Digital and thus the Platform may not be available if those third party suppliers are in breach of their obligations to Airlock Digital; and

- c. all online services suffer occasional disruptions and outages, and Airlock Digital is not liable to the Customer for any downtime or other loss arising as a result of the unavailability of the Platform other than where directly caused by Airlock Digital's negligent act or omission.

5. Changes To Platform

- 5.1 The Platform is an online product, and that in order to provide improved customer experience Airlock Digital may make changes to the Platform from time to time.
- 5.2 Subject to Airlock Digital's obligation to provide a Platform during a current Subscription Period, Airlock Digital may change the Platform provider or any portion or feature of the Subscription Services for any reason at any time without liability to the Customer.

6. Platform Maintenance

- 6.1 From time to time Airlock Digital may be required to:
 - a. conduct preventative and remedial maintenance on the Platform and associated infrastructure that is deployed in the provision of the Subscription Services (Scheduled Maintenance); and
 - b. conduct emergency or unscheduled maintenance, for example, to restore or preserve the performance of the Platform (Unscheduled Maintenance).
- 6.2 During any period of maintenance, the Platform may not be available or may not perform at optimum levels.
 - a. Airlock Digital will use all reasonable endeavors to:
 - b. notify the Customer of any Scheduled Maintenance; and
 - c. carry out Scheduled Maintenance outside the Customer's usual business hours.
- 6.3 If Airlock Digital is required to conduct Unscheduled Maintenance due to the Customer's negligent act or omission (including by its employees, agents and contractors) or the Customer's breach of this Agreement Airlock Digital reserves the right to charge the Customer to conduct the Unscheduled Maintenance (including without limitation any costs in repairing or replacing any affected equipment, costs incurred by Airlock Digital from any service provider and any labor at such rates that Airlock Digital may reasonably determine).

7. Maintenance of Service Quality

- 7.1 The Customer acknowledges that and agrees that:
 - a. Access to the Platform may be subject to usage limits, including, for example, to categories and quantities of data and bandwidth usage; and
 - b. Airlock Digital may, after giving notice to the Customer, at any time and from time to time apply a fair use policy or take actions as Airlock Digital reasonably considers is necessary to maintain or preserve the availability and integrity of the Platform.

8. Support

- 8.1 If the Customer has purchased Software support the terms of the SLA will take precedence to the extent of any inconsistency with this Part B.

PART C- CONSULTING SERVICES

If the Customer's Subscription Services includes Consulting Services the following additional terms and conditions apply:

1. Consulting Hours

- 1.1 Airlock Digital shall provide the Customer with the Consulting Services for the number of hours specified in the applicable Airlock Digital Invoice (Hours).
- 1.2 Any time allocated by Airlock Digital to providing Consulting Services to the Customer, including, but not limited to, any time spent on calls, e-mails, meetings, drafting of documents, presentation and other preparatory work shall be deducted from Customer's Hours.
- 1.3 Time spent on normal Platform training and support is not deducted from the Customer's Hours; provided, however, that Airlock Digital reserves the right to charge a fee for training, upon prior written notice, if the Customer repeatedly fails to attend training session(s) or cancels them on short notice (as determined by Airlock Digital).
- 1.4 Any unused Hours do not carry over from one Subscription Period to the next and are not usable or reimbursable upon expiration or termination of this Agreement except other than as a result of Airlock Digital's breach.
- 1.5 Use of Hours in connection with Consulting Services will be coordinated with the Customer.

2. Provision of Information

- 2.1 The Customer must:
 - a. provide Airlock Digital with any information, feedback, materials, data and graphics as may be needed by Airlock Digital in order to provide the Consulting Services and Deliverables
 - b. make itself and necessary employees available to Airlock Digital to promptly answer any reasonable inquiry and request for information required by Airlock Digital to deliver the Consulting Services and Deliverables.
- 2.2 The Customer acknowledges and agrees that failure by the Customer to deliver information requested by Airlock Digital may result in delays or deficiencies in the Consulting Services or Deliverables for which the Customer shall be solely liable, and Airlock Digital shall not be obligated to perform redelivery or remedy in such situations.
- 2.3 Any Deliverables and Consulting Services that are dependent on access to metrics, data and projects from the Customer's account/environment on the Platform are subject to the limitations of the Platform.

3. Deliverables

- 3.1 Title in the Deliverables remains exclusively with Airlock Digital at all times, and subject to compliance with this Agreement Airlock Digital grants to the Customer a royalty free, worldwide, perpetual license to use the Deliverables for the Customer's internal purposes.
- 3.2 The Customer may not modify or remove any copyright or proprietary notices on or included with the Deliverables without Airlock Digital's prior written consent.
- 3.3 Airlock Digital will use its reasonable efforts to meet the Customer's preferred delivery date(s) for Deliverables provided that the Customer is not entitled to a reimbursement of any Subscription Fees or claim any amount due to delays or incomplete Deliverables attributable to the Customer's failure to comply with its obligations under this Agreement.

4. Non-Solicit

- 4.1 For a period of 12 months after the completion or termination of any Consultancy Services for whatever reason, the Customer agrees that it will not and will ensure that its employees, officers and agent do not:
 - a. canvass, solicit or endeavor to entice from Airlock Digital any person or organization that was a customer or supplier of Airlock Digital during the Subscription Period (or whose business or custom Airlock Digital was cultivating during the Subscription Period), in relation to whom the Customer dealt with during the Subscription Period;

- b. canvass, solicit or endeavor to entice any Airlock Digital employee or agent to terminate their contracts of employment or agency with Airlock Digital.

4.2 The Customer acknowledges that:

- a. any breach by the Customer of this clause would cause irreparable harm and significant damage to Airlock Digital and that Airlock Digital has the right to seek and obtain immediate injunctive relief in relation to any such breach; and
- b. the covenants in respect of non-competition contained in this clause are fair and reasonable and that the Airlock Digital is relying upon this acknowledgement in entering into this Agreement.

Appendix A - Airlock Digital PII & Data Collection Policy

1. Purpose

This document outlines collected personally identifiable information (PII) and file metadata which is required in order to manage the application allowlisting ruleset using the Airlock Digital software product.

2. Data Collection

2.1 What data does Airlock Digital collect?

Airlock Digital collects and processes file metadata which is required in order to manage the application allowlisting ruleset. This information is not uploaded or removed from the customers instance at any time with the exception of file hash values . Airlock Digital does not require an internet connection for operation.

The Airlock Digital Agent uploads the following information from Airlock Digital clients to the central Airlock Digital server (this information is applicable for both on-premise or cloud deployments):

- Endpoint IP Address;
- Endpoint Operating System version identifier;
- Airlock Digital client version identifier;
- Endpoint Free Disk Space;
- Endpoint currently logged on user;
- Endpoint domain name membership;
- File execution time;
- File execution date;
- File name;
- File folder path;
- File hash (MD5, SHA1, SHA2, SHA3, SHA5)
- Certificate hash (Thumbprint, TBS hash)
- Username who executed the file;
- File description;
- File product name;
- File original name;
- File product version;
- File creation time;
- File modified time;
- File publisher;
- Process parent process;
- Process grand-parent process;

By default, the process "command line parameters" are also uploaded, however this can be disabled in the Privacy configuration settings.

At no time is any file content uploaded from the end point to external sources.

Examples of the above information being displayed in the Airlock Digital web interface is shown in Annex A: User Interface Examples.

2.2 Cloud Monitoring and Telemetry

When a customer hosts their Airlock Digital instance using the Airlock Digital managed cloud, additional server monitoring is captured centrally in the Airlock Digital Security Operations Centre (SOC). This is done to better support the customer and proactively detect any errors that may occur. This collection can be disabled upon request.

The following additional information is collected by the Airlock Digital managed cloud service:

- Web server logs that include, source IP address, page visited, request method and associated times;
- Database and client worker information that contains the information listed in section 2.1 above.

3. Cloud Reputation Service

Airlock Digital partners with VirusTotal to provide file threat reputation information. In order to provide this service, Airlock Digital sends only the SHA256 hash value of each file seen to the following URL:

<https://reputation.airlockdigital.com>

This information is then proxied to the VirusTotal cloud service, on a new connection, and file reputation is returned if found.

This cloud lookup is optional and can be disabled at any time on the Airlock Digital Settings page, it is not required for application allowlisting ruleset management. Additionally, at no time are file contents or other file metadata sent to the Airlock Digital cloud service, only the SHA256 hash value of the file is sent.

3.1 Cloud request & response example

The following example is an Airlock Digital server looking up the hash value

'3a8368229242dff967404ff434d7fff4d65ba9b5f73980b3f04427b7e0f053fe' and the associated response.

Request:

```
{
  client_ip: 203.201.129.218:49839
  method: POST
  request: {"sha256":["3a8368229242dff967404ff434d7fff4d65ba9b5f73980b3f04427b7e0f053fe"]}
  url: /api/v1/albulkquery
}
```

Response:

```
{
  bulkqueryresponse: {
    result: [
      {
        first_seen: 2018-11-08T11:06:10.855Z
        last_seen: 2019-04-15T12:25:41.792Z
        requestcount: 5
        rlmalwarepresence: {
          classification: {
            first_seen: 2018-05-24T17:25:10
            last_seen: 2018-10-28T15:10:00
            query_hash: {
              sha256: 3a8368229242dff967404ff434d7fff4d65ba9b5f73980b3f04427b7e0f053fe
            }
          }
        }
        scanner_count: 44
        status: KNOWN
      }
    ]
    rltimestamp: 2018-11-08T11:06:27.501Z
  }
}
```

```
sha256: 3a8368229242dff967404ff434d7fff4d65ba9b5f73980b3f04427b7e0f053fe
}
}
}
client_id: 3ac7fa
client_ip: 203.201.129.218:49839
request_id: e5a29b13-62f9-4ea1-9434-3af494dfa3a9
total_req: 1
url: /api/v1/albulkquery
via_cache: 1
via_proxy: 0
}
```

3.2 Disable the Airlock Digital Cloud reputation lookup

Disabling the Airlock Digital Cloud reputation lookup can be done on the Settings page of the Airlock Digital web interface, simply:

- a. Login to the Airlock Digital web interface;
- b. Open the Settings page;
- c. Untick 'Enable Airlock Digital Cloud Reputation';
- d. Click the red Update button;

Confirm the Cloud Reputation service is disabled by:

- a. Browsing to the Dashboard;
- b. Click 'Server Health';
- c. In the Service Status window ensure a red cross icon is displayed next to 'cloudsvc'

NOTE: Restart All Services may need to be invoked in order for all services to be shut down.

Annex A: User Interface Examples

File Information | File Packages | File History | File Comments

GoogleUpdate.exe - Seen on: 1/25 Endpoints

MD5	5a25aebdd889efda402a57297a32422		
SHA128	a92b3d5fb0195e21269c21dee4b74926983369c		
SHA256	60010099b67da759ef15414b4e73e73c204cd021d9bdfdaf568122863f2d9de		

[View All Hash Types](#)

Filename(s)	GoogleUpdate.exe	File Size	0.16 MB
Path(s)	C:\Program Files (x86)\Google\Update\	Reported Publisher	Google LLC
Reported File Description	Google Installer	Reported Product Name	Google Update
Reported Product Version	1.3.36.101	First Seen	26/07/2023 01:16:55 AM on DESKTOP-6Q5784M
Modification Date	18/08/2021 12:49:47 AM	Creation Date	18/08/2021 12:49:51 AM
Original Filename	GoogleUpdate.exe	Certificate Thumbprint	a3958ae522f3c54b878b20d7b093711e09696b2

[Add to Application Capture](#) [Export File Details](#)

Airlock Intelligence - powered by VIRUSTOTAL

File Status	KNOWN
Determination	Signature Verified (DigCert)
Threat Score	None
Antivirus Scan Matches	0
Antivirus Scanner Used	71
Cloud Last Seen	23/07/2023 04:12:28 PM
Lookup Last Performed	26/07/2023 01:20:24 AM

[VirusTotal File Check](#) [Reputation Recheck](#)

Fig 1: Collected file metadata shown in the Airlock Digital file repository. (This does not show process command line)

	State	Hostname	Observed IP	Local IP	User @ Domain	Last Checkin	Policy Version	Disk Free	Operating System	Client Version
	Offline	DESKTOP-DNCOFS0	124.254.110.194	192.168.85.135	danie@DESKTOP-DNCOFS0	17/10/2022 05:15:22 PM	v4.0	84%	Windows 10 x64 (Release: 2009)	4.8.5.0

Fig 2: Collected endpoint metadata shown on the Airlock Digital Policies page

Appendix B - Service Level Agreement

Schedule A - Service Level Agreement

Introduction

1. Purpose

This document is a Service Level Agreement (SLA) between Airlock Digital Pty Ltd (Airlock Digital or “We / Us”) and the Customer or “You” setting out the expected levels of service in quantifiable and measurable terms. It documents service objectives, how those objectives will be measured, and the process for obtaining measurements.

The intent of this SLA is to ensure the proper understanding and commitments are in place for effective support, measurement, and resource planning in the provision of support.

The terms of this SLA will apply during your initial Subscription Period. If you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewed Subscription Period.

2. Definitions, Acronyms and Abbreviations

This document is also to be read in conjunction with the Airlock Digital – End User License Agreement available here <http://www.airlockdigital.com/eula>

Term	Definition
Airlock Agent	Software installed upon Customer End Points to enforce the Airlock Software policy or facilitate operation of the Airlock Software.
Airlock Cloud-Hosted	Cloud hosted SaaS version of the Airlock Software where updates of server components and management of infrastructure is performed by Airlock Digital.
Airlock On-Premises	A version of the Airlock Software installed and managed by the Customer on its premises.
Airlock Software	The software provided by Airlock Digital in the form of Airlock Cloud-Hosted or Airlock On-Premises.
Airlock User Manual	Means the user manual available via the Customer Portal.
Availability	The ability of Airlock software and services to perform their designed function when required.
Customer Portal	The site located at https://www.airlockdigital.com/portal/login-page/
End Point	means the specific device upon an Airlock Agent has been installed.
Escalation	An activity that obtains additional resources when these are needed to meet service level targets or customer expectations.

Term	Definition
First-Line Support	The first level in a hierarchy of support groups involved in the resolution of incidents.
Incident	An unplanned interruption, fault or reduction in the quality of the Airlock Software to the Customer.
Resolution	Action taken to repair the root cause of an incident or problem, or to implement a workaround.
Scheduled Maintenance	Preventative and remedial maintenance (including scheduled upgrades) conducted by Airlock Digital on the Airlock Cloud-Hosted Platform and associated infrastructure deployed by Airlock Digital to provide the Airlock Software services.
Service Level Agreement (SLA)	This agreement between Airlock and the Customer
Service Level Target	Each of the Service Validity, Service Reliability and Incident Resolution Targets set out in section 3 of this SLA.
Support	The services provided by Airlock Digital under this SLA.
Support Hours	Means the hours of Support applicable to the Customer's Support Plan (as set out in section 2)
Support Portal	The site located at https://support.airlockdigital.com
Support Request	A request by the Customer for Support
Unscheduled Maintenance	Emergency or unplanned maintenance activities, for example, to restore or preserve the performance of Airlock Cloud-Hosted or any element of the Airlock Software

3. Support Plans

Airlock Digital provides two Support plans: Standard and Premium.

Support Hours	Standard	Premium
Support via Ticketing System	24 x 5 (weekdays) x 365*	24 x 7 x 365*
Support via E-mail	24 x 5 (weekdays) x 365*	24 x 7 x 365*
Support via Telephone	N/A	24 x 7 x 365*

3.1 Standard Support

All reported Incidents or Support Requests outside of Standard Support Plan hours will be processed on the next scheduled working day unless an Exceptional Processing request is invoked (see section 2.5 below).

3.2 Premium Support Priority Levels

Priority 1 and Priority 2 Incidents will be processed as soon as a call is logged by us.

Priority 3, 4 & 5 Incidents will be processed within 12 hours of the initial contact being logged by us.

3.3 Support Contact Methods

Standard Airlock Digital Support can be contacted via e-mail (support@airlockdigital.com) or via the Airlock Support Portal ticketing online system at <https://support.airlockdigital.com>.

Telephone Support is provided via a dedicated number assigned to the Customer upon purchase of a Premium Support plan. Telephone Support is not available for the Standard Support plan.

3.4 Standard Processing

All incidents and customer support requests will be initially lodged with our first-line support for assessment and response. If first-line support determines it is, or will be, unable to resolve the incident the Target Resolution Time the incident will be promptly escalated.

We will escalate Priority 1 Incidents over all other incidents unless otherwise instructed by the Customer in writing.

3.5 Exceptional Processing Request

Standard Support Plan Customers are entitled to request one critical Escalation per Subscription Period for resolution of a Priority 1 Incident outside of Standard Support Hours. Any additional Support outside of Standard Support Hours will be performed at Airlock Digital's discretion, and on a best effort basis.

4. Service Objectives and Measurements

4.1 Service Availability

For Airlock Cloud-Hosted, Availability is determined by the percent of the time the Airlock Cloud-Hosted service and Support services are available to the Customer.

Availability of each provided service is as follows:

Interface	Availability	Hours to Measure
Airlock Cloud-Hosted	99.5%	At All Times
Airlock Support Portal	99.5%	At All Times
Airlock E-mail Support	90%	During Support Hours
Airlock Telephone Support	90%	During Support Hours (Premium Support only)

4.2 Incident Resolution Targets

The target resolution time for each Incident or Support Request are as follows:

Priority	Description	Target Resolution Time
1 Critical	An Incident that renders the Software inoperative, materially restricts Customer's business, or causes the Software to fail catastrophically, e.g., major system impact, system down.	1 hour
2 High	An Incident that substantially degrades the performance of the Software, e.g., moderate system impact.	24 hours
3 Medium	An Incident that causes only minor impact on the use of the Software, e.g., minor system impact, performance, or operational impact.	96 hours
4 Low	General Software problems which do not substantially restrict the use of core features to perform necessary business functions.	120 hours
5 Planning / Information	Planning / inquiry for information.	As planned / 48 hours

4.3 Measurement Details

Airlock Digital manages and maintains the monitoring, measurement and reporting required for all Airlock services. You can view the status of your open tickets by logging into the Airlock Support Portal.

The Target Resolution Time is calculated from the time the Incident or Support Request is created in Airlock's system until the time the Incident or Support Request is marked as closed by Airlock.

In the case of measuring Cloud Availability, availability metrics can be provided to the Customer upon request by e-mail at support@airlockdigital.com. Availability is calculated continually by monitoring service status for the Customer's instance.

4.4 Service Target Ratings

Support Requests and Incident performance is rated as follows:

	Percent of Incidents and support requests meeting target (P).
Target Breached	$P \leq 95\%$
Target Met	$P \geq 95\%$

Airlock Cloud-Hosted uptime performance is rated as follows:

	Percent of Airlock Cloud-Hosted service availability meeting target (P).
Target Breached	$P \leq 99.5\%$
Target Met	$P \geq 99.5\%$

4.5 Subscription Extension

Subject to the Exceptions & Qualifications set out in section 4, if Airlock Digital does not meet the Service Level Targets, you may request an extension to your Airlock Subscription as follows:

$E = T \times (B - P)$; where

B: Breached Target Value (95% = Support, 99.5% = Cloud Availability)

T: 7 days

P: Percent of targets met during the defined period.

E: Subscription Extension (rounded up to the nearest day).

Example:

If the Support Target was met 90% of the time during the Subscription Period (i.e. 9/10 times) then:

$E = 7 \times (95\% - 90\%) = 35$ days extension.

If the Cloud Availability target was met 98% of the time during the Subscription Period then:

$E = 7 \times (99.5\% - 98\%) = 11$ days extension.

If both targets are not met during the subscription period they are calculated individually as above, and then aggregated into a single extension figure:

$E = 35 + 11 = 46$ days extension.

Subscription Extensions:

- d. must be claimed before the end of the current Subscription Period;
- e. may be claimed as a pro-rata discount for a Subscription Renewal;
- f. are not otherwise redeemable for monetary consideration; and
- g. are the Customer's sole remedy for failing to meet the Service Level Targets.

5. Exceptions and Qualifications

5.1 Support Qualifications

Airlock Digital is only required to provide Support for an instance of the Airlock Software where the Customer has:

- h. a current and valid license key; and
- i. a current Subscription that includes Support.

5.2 Customer Responsibilities

The Customer is responsible for the following:

- a. All Customer personnel contacting Airlock Digital for Support will be at least the Customer's First-Line Support and have an appropriate understanding of the Customer's operating environment.
- b. All Customer users of the Airlock Cloud-Hosted service must use at least the most recent two versions of major web browsers.
- c. The Customer must provide all necessary information and assistance related to an Incident to allow Airlock Digital to resolve Incidents and response to Support Requests as outlined in this SLA.
- d. The Customer must inform Airlock Digital of any change to the Customer's business requirements that may necessitate a review, modification, or amendment of the SLA of Software Subscription Agreement.

5.3 Exceptions to Airlock On-Premises

Where the Customer elects to install Airlock On-Premises, Airlock Digital is unable and not responsible for ensuring the uptime and reliability of the supporting infrastructure that Airlock is installed upon.

Airlock Digital will provide Support to all Airlock Agents installed on Customer operating systems, where the operating system is listed as being compatible and supported in the Airlock User Manual. Airlock is unable and not responsible for ensuring the uptime and reliability of the Customer's operating systems.

Where there are issues identified with the Customer's operating system or supporting infrastructure that are not caused by the Airlock Client Agent, Airlock Digital will on request provide guidance, recommendations and support on a best effort basis.

5.4 External Incidents

Any Incidents caused or arising due to:

- a. interruption or failure of telecommunication or digital transmission links;
- b. the Customer's internal network and configuration;
- c. internet failures or delays;
- d. Force Majeure; or
- e. the Customer's negligence, wilful misuse or misapplication of Airlock's Software or servers, or use other than as specified in the Airlock User Manual, online help, and training materials provided by Airlock Digital,

will not be considered a factor in any Service Level Target calculation.

6. Maintenance

6.1 Scheduled Maintenance

Airlock will use all reasonable endeavours to:

- a. notify the Customer of any Scheduled Maintenance; and
- b. carry out Scheduled Maintenance outside the Customer's usual business hours.

6.2 Unscheduled Maintenance

From time to time, Unscheduled Maintenance may be required during business hours to address an uptime, usability, or security issue. These events will be:

- a. reported via the Customer Portal; and
- b. count against the uptime metrics in this SLA, unless required due to any matter set out in sections 5.1 to 5.4 inclusive.

7. Out of Scope Customer Requests or Service Variations

Airlock Digital will use reasonable efforts to resolve specific or unique Customer requests that are a variation to the design or specification of the Airlock Software (Customer Variation) in a timely and professional manner. To deliver a Customer Variation, at times Airlock Digital may provide new Software, patches, or updates to test or resolve the Customer's Variation request (Variation Service).

Upon providing a Variation Service to the Customer, calculation of Service Levels will be suspended until the Customer confirms that either Variation Service addresses the Customer's Variation Request or that it no longer requires the Customer Variation.

Version Control

Version Number	Effective date
1	1 November 2021
2	17 January 2022
2.1	28 March 2022
2.2	10 September 2022
2.3	3 October 2022
2.4	16 February 2023