



EXHIBIT A SERVICE LEVEL POLICY

This Service Level Policy describes the hosting services and system availability commitments provided to Customer in support of the Service.

1. **Definitions.** Capitalized terms used in this Service Level Policy and not otherwise defined will have the respective meaning assigned thereto in the applicable Terms.

1.1. **“Availability”** means a percentage calculated during each calendar month that the Service are operational using the following formula: (Available Hours minus Unavailability) ÷ Available Hours.

1.2. **“Available Hours”** means the total number of hours in the 24-hour period each day (including holidays) during a calendar month.

1.3. **“Error”** means an incident that investigation reveals are caused by the Service’s failure to perform materially in accordance with the specifications set forth in the Documentation. An incident will not be classified as an Error if (a) the Service is not used for its intended purpose; (b) the incident is caused by Customer’s systems or equipment or (c) the incident is caused by a Third Party Application.

1.4. **“Excusable Downtime”** means the time the Service are Unavailable for reasons due to any of the following:

- Unauthorized use or misuse of the Service by Customer;
- Scheduled Maintenance;
- Customer errors or requests that require service outages approved by Customer in writing; or
- Factors outside Sigma’s reasonable control, including but not limited to outages caused by the failure of or attacks on public network or communications components or external service providers.

1.5. **“Scheduled Maintenance”** means regular maintenance and unavailability of the Service during non-business hours and limited to a maximum of 2 hours in any calendar month.

1.6. **“Target Availability”** means an Availability of Ninety-Nine and 9/10 Percent (99.9%).

1.7. **“Unavailability”** means any number of hours during which the Service are not satisfying the material needs of the Customer for reasons other than Excusable Downtime including any time outside of Resolution Time where an Error remains unresolved.

2. **Service Availability.** Sigma will meet the Target Availability each calendar month.

3. **Remedies.** Customer may immediately terminate the Agreement for cause if the Availability is: less than 99.8% for any four (4) consecutive months in any twelve (12) month period.

Each Error will be categorized with a severity level as defined below and will be assigned the appropriate level of resources consistent with such Error’s impact. Customer will ensure that appropriate technical and business support personnel are available (after business hours, if necessary) to resolve the Error. This escalation procedure increases the level of resources required by Sigma to resolve Errors effectively. Sigma will clarify the Error and communicate action plans to Customer within a timeframe appropriate to the severity of the pending Error.

Target Response Time is the period of time which elapses between: (1) Customer reporting an Error; and (2) the time when Sigma contacts Customer.

Target Resolution Times are measured from the first report of Error to Sigma. Customer will cooperate with reasonable procedures established by Sigma regarding reporting of Errors, but the time periods specified below will not be affected by such procedures unless Customer's failure to comply with a procedure interferes with Sigma’s

ability to respond to or report an Error.

Error Severity, Target Response Time and Target Resolution times are defined as follows:

Error Severity	Description	Target Response Time	Target Resolution Time
Severity Level 1 Error	Extremely Critical – Service are down or completely unusable for Customer.	Within 1 hour	24 hours
Severity Level 2 Error	Critical – Significantly impaired ability to use Service in business operations such as: inability to enter data into Service, inability to produce reports, erroneous report results, and/or inability to use interfaces.	Within 2 hours	48 hours
Severity Level 3 Error	Important – Non-critical Error with Service, but Customer is able to continue business use of Service.	Within 24 hours	1 week
Severity Level 4 Error	Important – (a) an incident with the Service that would otherwise be a Severity 3 Error, except that an appropriate workaround is available without cost to Customer, or (b) all Errors not otherwise designated as Severity 1, 2, or 3.	Within 24 hours	As determined by Sigma

EXHIBIT B
SECURITY ADDENDUM

Sigma utilizes infrastructure-as-a-service cloud providers as further described in the Agreement and/or Documentation (each, a "**Cloud Provider**") and provides the Service to Customer from a VPC hosted by the applicable Cloud Provider (the "**Cloud Environment**").

Sigma maintains a comprehensive documented security program based on NIST 800-53 (or industry recognized successor framework), under which Sigma implements and maintains physical, administrative, and technical safeguards designed to protect the confidentiality, integrity, availability, and security of the Service and Customer Data (the "**Security Program**"), including, but not limited to, as set forth below. Sigma regularly tests and evaluates its Security Program, and may review and update its Security Program as well as this Security Policy, provided, however, that such updates will be designed to enhance and not materially diminish the Security Program.

1. **Sigma's Audits & Certifications.** The information security management system supporting the Service will be assessed by one or more independent third-party auditors in accordance with the following audits and certifications ("**Third-Party Audits**"), on at least an annual basis:

- SOC 1 Type II
- SOC 2 Type II
- SOC 3
- HIPAA

Third-Party Audits are made available to Customer as described in Section 8(b) below. To the extent Sigma discontinues a Third-Party Audit, Sigma will adopt or maintain an equivalent, industry-recognized framework.

2. **Hosting Location of Customer Data.** Sigma hosts Customer Data in its Cloud Environment located in the United States for storage and uses multiple U.S. regions for compute. Sigma may use any region in the U.S. to store or process data and Customer hereby consents to the transfer of any data to the U.S. for storage and processing purposes in accordance with the Agreement.

3. **Encryption.**

a. Encryption of Customer Data. Sigma encrypts Customer Data at-rest using AES 256-bit (or better) encryption. Sigma leverages Transport Layer Security (TLS) 1.2 (or better) for Customer Data in-transit over untrusted networks.

b. Encryption Key Management. Sigma uses its Cloud Environment's KMS with unique encryption keys per customer.

4. **System & Network Security.**

a. Access Controls. All Sigma personnel access to the Cloud Environment is via a unique user ID and consistent with the principle of least privilege. All access to the cloud console requires two-factor authentication. Access to the production environment is restricted, requires two-factor authentication.

b. Endpoint Controls. For access to the Cloud Environment, Sigma personnel use Sigma -issued laptops which utilize security controls that include, but are not limited to, (i) disk encryption, (ii) endpoint detection and response (EDR) tools to monitor and alert for suspicious activities and Malicious Code, (as defined above) and (iii) vulnerability management in accordance with the Section titled, "Vulnerability Management" below.

c. Separation of Environments. Sigma Computing logically separates production environments from development and testing environments. The Cloud Environment is both logically and physically separate from Sigma's corporate offices and networks.

d. Firewalls / Security Groups. Sigma will protect the Cloud Environment using industry standard firewall or security groups technology with deny-all default policies to prevent egress and ingress network traffic protocols other than those that are business-required.

e. Hardening. The Cloud Environment will be hardened using industry-standard practices designed to protect it from vulnerabilities, including by changing default passwords, removing unnecessary software, disabling or removing

unnecessary services, and regular patching as described in this Security Policy.

f. Monitoring & Logging.

- *Infrastructure Logs.* Monitoring tools or services, are utilized to log certain activities and changes within the Cloud Environment. These logs are further monitored, analyzed for anomalies, and are securely stored to prevent tampering for at least one year.

g. Vulnerability Detection & Management.

- *Anti-Virus & Vulnerability Detection.* Sigma's cloud environment is built to be immutable and auto-updates and designed to prevent viruses. Known vulnerabilities are automatically patched at the host level. Sigma does not monitor Customer Data for Malicious Code.
- *Penetration Testing & Vulnerability Detection.* Sigma regularly conducts penetration tests throughout the year and engages one or more independent third parties to conduct penetration tests of the Service at least annually.
- *Vulnerability Management.* Vulnerabilities meeting defined risk criteria trigger alerts and are prioritized for remediation based on their potential impact to the Service. Upon becoming aware of such vulnerabilities, Sigma will use commercially reasonable efforts to address private and public (e.g., U.S.-Cert announced) critical and high vulnerabilities within 30 days, and medium vulnerabilities within 90 days. To assess whether a vulnerability is 'critical', 'high', or 'medium', Sigma leverages the National Vulnerability Database's (NVD) Common Vulnerability Scoring System (CVSS), or where applicable, the U.S.-Cert rating.

5. **Administrative Controls.**

a. Personnel Security. Sigma requires criminal background screening on its personnel as part of its hiring process, to the extent permitted by applicable law.

b. Personnel Training. Sigma maintains security awareness and training program for its personnel, this training happens during onboarding and annually thereafter. The topics in this security training include but are not limited to:

- Cyber Security;
- Information Security;
- Phishing;
- Business Email Compromise;
- Social Engineering;
- Incident Response;
- Ransomware;
- Removable Media;
- Wifi Security; and
- Privacy.

c. Personnel Agreements. Sigma personnel are required to sign confidentiality agreements. Sigma personnel are also required to adhere to Sigma's information security policy.

d. Personnel Access Reviews & Separation. Sigma reviews the access privileges of its personnel to the Cloud Environment regularly, and removes access on a timely basis for all separated personnel.

e. Sigma Risk Management & Threat Assessment. Sigma's risk management process is modeled on NIST 800-53 and ISO 27001. Sigma's security team regularly reviews reports and material changes in the threat environment, and identifies potential control deficiencies in order to make recommendations for new or improved controls and threat mitigation strategies.

f. External Threat Intelligence Monitoring. Sigma reviews external threat intelligence, including US-Cert vulnerability announcements and other trusted sources of vulnerability reports. U.S.-Cert announced vulnerabilities

rated as critical or high are prioritized for remediation in accordance with Section 4.7.3 (Vulnerability Management).

g. Change Management. Sigma maintains a documented change management program.

h. Vendor Risk Management. Sigma maintains a vendor risk management program for vendors that process Customer Data designed to ensure each vendor maintains security measures consistent with Sigma's obligations in this Security Policy.

6. **Physical and Environmental Controls.**

a. Cloud Environment Data Centers. Sigma works with the Cloud Providers to ensure the Cloud Provider has appropriate physical and environmental controls for its data centers hosting the Cloud Environment. Sigma regularly reviews those controls as audited under the Cloud Provider's third-party audits and certifications. Each Cloud Provider will have a SOC 2 Type II annual audit and ISO 27001 certification, or industry recognized equivalent frameworks. Such controls, will include, but are not limited to, the following:

- Physical access to the facilities are controlled at building ingress points;
- Visitors are required to present ID and are signed in;
- Physical access to servers is managed by access control devices;
- Physical access privileges are reviewed regularly;
- Facilities utilize monitor and alarm response procedures;
- Use of CCTV;
- Fire detection and protection systems;
- Power back-up and redundancy systems; and
- Climate control systems.

b. Sigma Computing Corporate Offices. Sigma offices host no Customer Data and have no private connectivity to our Cloud Environments. We do enforce industry standard best practices for office security included but not limited to:

- Physical access to the corporate office is controlled at building ingress points;
- Badge access is required for all personnel and badge privileges are reviewed regularly;
- Visitors are required to sign in;
- Use of CCTV at building ingress points;
- Tagging and inventory of Sigma-issued laptops and network assets;
- Fire detection and sprinkler systems; and
- Climate control systems.

7. **Incident Detection & Response.**

a. Security Incident Reporting. If Sigma becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data (a "**Security Incident**"), Sigma Computing will notify Customer without undue delay, and in any case, where feasible, notify Customer within 72 hours after becoming aware.

b. Investigation. In the event of a Security Incident as described above, Sigma Computing will promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Sigma in its sole discretion may engage a third party incident response/forensics company to help with the mitigation/investigation.

c. Communication and Cooperation. Sigma Computing will provide Customer timely information about the Security Incident to the extent known to Sigma Computing, including, but not limited to, the nature and consequences of the Security Incident, the measures taken and/or proposed by Sigma Computing to mitigate or contain the Security Incident, the status of Sigma Computing's investigation, a contact point from which additional

information may be obtained, and the categories and approximate number of data records concerned. Notwithstanding the foregoing, Customer acknowledges that because Sigma Computing personnel do not have visibility to the content of Customer Data, it will be unlikely that Sigma Computing can provide information as to the particular nature of the Customer Data, or where applicable, the identities, number, or categories of affected data subjects. Sigma Computing's communications with Customer in connection with a Security Incident will not be construed as an acknowledgment by Sigma Computing of any fault or liability with respect to the Security Incident.

8. **Customer Rights & Shared Security Responsibilities.**

a. Customer Penetration Testing. Customer may provide a written request for a penetration test of its Account ("**Pen Test**") by submitting such request via a support ticket. Following receipt by Sigma Computing of such request, Sigma Computing and Customer will mutually agree in advance on details of such Pen Test, including the start date, scope and duration, as well as reasonable conditions designed to mitigate potential risks to confidentiality, security, or other potential disruption of the Service or Sigma Computing's business. Pen Tests and any information arising therefrom are deemed Sigma Computing's Confidential Information. If Customer discovers any actual or potential vulnerability in connection with a Pen Test, Customer must immediately disclose it to Sigma Computing and will not disclose it to any third-party.

b. Documentation. Upon written request and at no additional cost to the Customer, Sigma will provide Customer with access to reasonably requested documentation that evidences Sigma's compliance with its obligations under this Security Policy in the form of (i) Sigma Computing's SOC 1 Type II and/or SOC 2 Type II audit report, (ii) Sigma Computing's most recently completed industry standard security questionnaire, such as a SIG or CAIQ, and (iii) data flow diagrams for the Service ("**Security Reports**").

c. Sensitive Customer Data. Customer Data should not include any sensitive data (as defined by applicable data protection laws); it is the Customer's responsibility to ensure that any Customer Data containing content regulated by PCI-DSS, FedRAMP, or containing any similarly regulated content is in compliance with the appropriate regulatory requirements and controls. Customer acknowledges and Sigma makes no warranty and has no third party verified compliance certifications around PCI-DSS, and/or FedRAMP.

d. Shared Security Responsibilities. Without diminishing Sigma's commitments in this Security Policy, Customer agrees:

- Sigma does not assess or monitor the content of Customer Data to identify information subject to any specific legal, regulatory or other requirements and Customer is responsible for making appropriate use of the Service to ensure a level of security appropriate to the particular content of Customer Data; and
- to be responsible for managing and protecting its User roles and credentials, including but not limited to (i) requiring that all Users keep credentials confidential and not share such information with unauthorized parties, (ii) reporting to Sigma any suspicious activities in the account or if a user credential has been compromised, (iii) appropriately configuring User and role-based access controls, including scope and duration of User access, taking into account the nature of its Customer Data, and (iv) maintaining appropriate password uniqueness, length, complexity, and expiration.

e. GDPR / CCPA. As Sigma does not access the Customer Data it is the Customer's responsibility to submit deletion requests for the appropriate data subject. Sigma shall promptly notify Customer if Sigma receives a request from a data subject for access to, correction, amendment or deletion of such data subject's Personal Data. Sigma shall not respond to any such request without Customer's prior consent except to confirm that the request relates to the Customer.

EXHIBIT C

INSURANCE REQUIREMENTS

Sigma will obtain and maintain at its sole cost and expense during the term of this Agreement, and for one year thereafter on all claims-made policies, the following minimum insurance coverage, subject only to standard industry exclusions and deductibles:

- (i) Commercial General Liability Insurance written on an occurrence form and including but not limited to operations, products/completed operations, and contractual liability coverage, with limits not less than **\$1,000,000** in the aggregate;
- (ii) Cyber Liability Insurance, including technology errors & omissions, including coverage for: network security liability; privacy liability; privacy regulatory proceeding expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement; and data/information loss and business interruption; and with a total aggregate limit of not less than **\$5,000,000**;
- (iii) Workers' Compensation Insurance coverage at limits in a sufficient amount to meet all applicable statutory requirements; and (iv) Employer's Liability Insurance coverage with limits not less than **\$1,000,000** per occurrence.

Upon request, Sigma will provide Customer with a certificate of insurance following execution of this Agreement. Sigma also will provide a current insurance certificate upon request (not more than once per calendar year) at any time during the duration of this Agreement. Each contract of insurance will be with an insurer approved to do business that is rated "A-" or better.