

Milestone Kite™ Terms of Service

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# Service Level Addendum

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## Introduction

This Milestone Kite™ Service Level Addendum (this “SLA”) applies to the Cloud service portion of the Kite cloud-based video management and access control solution (“Solution”). The purpose of this SLA is to describe the service levels that Milestone Systems AVS (“Milestone”) shall substantially provide to you (“You” or “Your”) under the terms and conditions of the Milestone Kite Terms of Service, located at [www.milestonesys.com/kite-terms-service](http://www.milestonesys.com/kite-terms-service) (“Agreement”), and may be updated from time to time.

Additional terms and conditions are set forth in this SLA. Capitalized terms used herein shall have the same meaning ascribed to such terms as set forth in the Agreement. This SLA is an addendum to, and is incorporated by the reference into the Agreement as if fully set forth therein and made a part thereto. For the avoidance of doubt, this SLA does not apply to No-Charge Offerings, Embedded Software or the Mobile Applications.

## Service Levels

Milestone shall use commercially reasonable efforts to make the Solution available 99.9% or more of the time during any calendar month (“Uptime”). Subject to Section: Exclusions below, an outage shall be defined as time when the Solution is unavailable due to a cause within the reasonable control of Milestone.

## Service Credits

If Milestone fails to achieve the Uptime, You shall be eligible to receive a credit (“Credit”) calculated as a certain number of days added to the end of Your paid subscription term (as set forth in Your Solution account). The Credit is based on the amount of the aggregate outage in any calendar month during Your subscription term as follows:

Uptime	Credit
Less than 99.9%	Three (3) days
Less than 99.8%	Seven (7) days
Less than 99%	Fifteen (15) days
Less than 90%	Thirty (30) days

## Exclusions

The following events are not considered outages and therefore not eligible for a Credit:

1. Planned downtime where notice has been given to You via the Solution, email, or other notification;
2. Unavailability caused by a problem with Your internet or network connectivity;

3. Your actions or inactions;
4. Downtime caused by Your equipment or Other Applications;
5. Unavailability caused by commercial cloud provider or sub processor outages (Google, AWS, Azure, SMS providers, email vendors, etc.);
6. Circumstances or causes beyond Milestone's reasonable control, including any force majeure event;
7. Suspension or termination for emergency reasons, as required by law or any governmental authority or agency;
8. Downtime of "Lab", "Beta", "Evaluation" or Experimental" features or functionalities;
9. Unavailability caused by using the gateway which is purchased from any third party other than Your Milestone Partner;
10. Outages deemed reasonably necessary by Milestone.

## Eligibility

Credits are personal to You and are non-transferable, non-assignable and non-sublicensable. To receive a Credit, You shall contact Your Milestone Partner, who will assist You contacting Milestone Technical Support, within thirty (30) days following the outage and demonstrate to Milestone's reasonable satisfaction that Your use of the Solution was adversely affected as a result of the outage.

## Exclusive Remedy

Notwithstanding anything to the contrary in this SLA or the Agreement, the Credit is the sole and exclusive remedy for Milestone's failure to meet the Uptime or any other outage or delay of the Solution.



Milestone Systems is a leading provider of data-driven video technology software in and beyond security that helps the world see how to ensure safety, protect assets, and increase business efficiency. Milestone enables an open platform community that drives collaboration and innovation in the development and use of network video technology, with reliable and scalable solutions that are proven in more than 500,000 customer sites worldwide. Founded in 1998, Milestone is a stand-alone company in the Canon Group.