

## **EXHIBIT A**

### **ActiveState CVE SLA and Support Services**

ver. June 23, 2025

This Exhibit A is subject to and forms part of the ActiveState Master Terms of Service ("TOS"). The CVE remediation commitments described in this Exhibit apply only to ActiveState's Managed Distributions, unless otherwise stated. Standard Support Services and associated Service Level Agreements (SLAs) described below apply only to Customers with a current, paid subscription to ActiveState's Business or Enterprise Products and Services. No support obligations apply to Products or Services made available on Free Tier, including those downloaded or accessed without payment via the ActiveState Platform. Capitalized terms used but not defined in this Exhibit have the meanings given to them in the TOS.

#### **I. Common Vulnerabilities and Exposures ("CVEs")**

##### **1. Eligible Fix**

ActiveState will use reasonable commercial efforts to address CVEs affecting exclusively ActiveState Managed Distributions, as defined in the ActiveState Master Terms of Service ("TOS"). CVEs will qualify for remediation under this Service Level Agreement ("SLA") if all of the following requirements are met ("Eligible Fix"):

- a. The CVE is detected through ActiveState's standard vulnerability scanning tools and confirmed to affect an ActiveState Managed Distribution.
- b. The CVE can be fixed on its own without needing broader changes tied to unrelated bugs
- c. Fixing the CVE does not require rebuilding more than 25% of the affected Managed Distribution ("High Impact CVE Event").
- d. One of the following conditions is met:

- i. an upstream fix is publicly available and verified by a credible and independent third party to fix the CVE, or
  - ii. an affected Managed Distribution can be rebuilt with updated compilers and/or libraries to remediate that CVE; and
- e. The CVE is not introduced or related to a Managed Distribution being used on, in combination with, or caused by an Ecosystem or Operating System supported by ActiveState

## **2. Severity Scoring.**

ActiveState may assign a severity rating to any Eligible Fix using the Common Vulnerability Scoring System (CVSS™) version 3, in accordance with the standards described at <https://nvd.nist.gov/vuln-metrics/cvss>. In addition, if a Customer requests a CVE severity score, ActiveState may at its sole discretion, assess and assign in good faith, the applicable CVE severity score.

## **3. Patching.**

ActiveState will make commercially reasonable efforts to patch CVEs in Managed Distributions within the following timeframes, starting from when an Eligible Fix becomes publicly available:

- a. Critical Severity: within 7 calendar days.
- b. High, Medium, and Low severity: within 14 calendar days.
- c. If possible, in the event of a High Impact CVE Event, ActiveState will use commercially reasonable efforts to rebuild the affected Managed Distribution outside of the SLA times.

## **4. Remediation**

A CVE will be considered remediated when any of the following occur:

- a. an updated version of the affected Managed Distribution is published to the ActiveState hosted registry,

- b. the CVE no longer appears in results from ActiveState's vulnerability scanning tools, or
- c. the CVE has been clearly marked as fixed in the ActiveState security fixes feed..

In the event a Managed Distribution includes FIPS validated components ActiveState will remediate CVEs as described above, unless remediating would void the FIPS validation.

## 5. ActiveState Package Catalog

The ActiveState Package Catalog is a curated collection of Artifacts or Components sourced from various Ecosystems, which have been vetted, built, and made available for inclusion in Distributions and Runtimes ("Package Catalog"). ActiveState will make commercially reasonable efforts to remediate CVEs it identifies in the Package Catalog. However, the CVE remediation timelines and service levels described in this document do **not** apply to the Package Catalog.

To address CVEs in the Package Catalog, ActiveState may use on or more of the following methods::

1. Building the affected Artifacts or Components using the latest publicly available version from the corresponding source code;
2. Updating one or more Artifacts or Components to newer versions where applicable.

ActiveState will also take reasonable steps to validate that Package Catalog components continue to work with upstream versions of publicly available packages. However, because the Package Catalog includes modified versions of public available packages, exact functional equivalence is not guaranteed. It is the User's responsibility to confirm that packages from the Package Catalog meet their functional requirements. ActiveState is not responsible for how these packages are used in the User's environment.

## II. SUPPORT SERVICES

Upon payment of all applicable Fees to ActiveState and only during the Term of the Order Form, ActiveState will provide the following support services (the “Support Services”):

### 1. Business Standard Support Services:

The following SLA and support services apply exclusively for Business Services:

ActiveState’s will provide email support to a maximum of one (1) contact Monday to Friday, 8am to 5pm PST, excluding U.S. Federal holidays in accordance with the response times set forth below:

Criteria	Response Time
MINOR IMPACT – General inquiries and a problem of the Services which disables or impairs the performance of a minor function of Your Business, fixes/corrections as made available. ActiveState provides no time commitment on resolution time for fixes/corrections.	2 business day

Support Services inquiries should be addressed to [support@activestate.com](mailto:support@activestate.com).

## 2. Enterprise Standard Support Services

The following SLA and support services apply exclusively for Enterprise Services:

- correction of any material Product errors and security/bug-fixes, which corrections are available to all of ActiveState's customers for the same Products;
- Making available ActiveState approved stable releases for the Products and supported extensions, if any, (but specifically excluding any Product Version(s) not covered by your Authorized Use) on a regular basis via on-line delivery via the ActiveState Platform at <http://platform.activestate.com> providing You with a user name and password to access and download the Product(s) and updates from the ActiveState Platform; and
- Remote support for the build, installation, usage, configuration, and diagnosis (dependent on ActiveState's product life cycle) of the Products.

ActiveState's will provide email support to a maximum of two (2) contacts in your organization (or to a greater number of contacts upon payment by Customer of the applicable fees) in respect of the Products, Monday to Friday, 8am to 5pm PST, excluding U.S. Federal holidays in accordance with the response times set forth below (based on the severity level of the problem with the applicable Product):

Severity Level	Criteria	Response Time
1	CRITICAL IMPACT - A reproducible problem of the Products which has or will have, within 24 hours, a severe impact or impair the performance of substantially all major functions of Your business.	2 business hours

2	SEVERE IMPACT – A reproducible problem of the Products which prevents or seriously impairs the performance of a major function of Your business.	4 business hours
3	MINOR IMPACT – A problem of the Products which disables or impairs the performance of a minor function of Your Business	1 business day

Support Services inquiries should be addressed to [support@activestate.com](mailto:support@activestate.com) or sent directly via the ActiveState Platform chat functionality. Customer may order customized build modifications and or additional Services based upon a Statement of Work and Fees as agreed upon between ActiveState and Customer.

### 3. ActivePython 2.7 Service Level Commitment

ActiveState will provide the following SLA for ActiveState Platform Managed Distributions of ActivePython 2.7 security fixes:

CVSS Range	ActiveState Classification	Target Time to Resolve from Date of Public Disclosure
9.0 TO 10.0	CRITICAL	3 months (sooner if possible)
7.0 TO 8.9	HIGH	3-6 months
4.0 TO 6.9	MEDIUM	No target resolution time
0.1 TO 3.9	LOW	No target resolution time

**“Date of Public Disclosure”** means the date the Mitre Corporation completes the vulnerability analysis. The above security fix resolution times are only general guidelines that apply to vulnerabilities identified on or after the start date of the Term per the Order Form. Vulnerabilities with Dates of Public Disclosure that pre-exist the start date of the Term of the Order Form may be subject to reasonable extensions in the Target Time to Resolve as determined between the ActiveState and the Customer. Decisions are made in the best interests of ActiveState Customers. Target resolution times are subject to change on a case by case basis guided by an internal risk assessment performed by ActiveState experts. ActiveState may also determine applicability of a specific vulnerability for the customer before providing fixes.

In cases where a security fix is reasonably determined by ActiveState to not be resolvable within the Target Time specified herein, ActiveState will define a commercially reasonable alternative remediation or otherwise elect at its discretion to cease SLA support on that security fix.

#### **4. Restrictions to all Support Services:**

ActiveState reserves the right, at its sole discretion, to limit or cancel the Support Services, in whole or in part: (1) for any module, extension, script or other software program that has become obsolete or has been superseded by more recent modules, extensions, scripts or programs or (2) upon the discontinuance of support by the manufacturer of a platform, to limit or cancel support for such platform (the “Archived Platform”) upon notice to Customer. In such a case, ActiveState will provide Customer with the most recent stable version of the Products (as distributed regularly from the ActiveState Platform) for the Archived Platform, so long as Customer is current in payment of the Fees. Customer acknowledges that the Support Services, including that for an Archived Platform, may, at ActiveState’s sole discretion, be limited to ActiveState’s commercially reasonable efforts and that major fixes may no longer be possible. ActiveState will provide the Support Services solely to Customer’s designated contacts for which applicable fees have been paid. ActiveState does not provide the Support Services for software that Customer has modified. ActiveState will only provide the Support Services with respect to Products made available to Customer via the ActiveState Platform, and products or other software downloaded from ActiveState’s public website at [www.activestate.com](http://www.activestate.com) will not be covered by the Support Services and are not supported under this Agreement. For clarity, Customer acknowledges and agrees that ActiveState’s sole obligation under this Agreement with respect to any such maintenance and support issue is limited to response and diagnosis of the maintenance and support issue, and such efforts of ActiveState may not render a conclusive “fix” to the maintenance and support issue identified by Customer in all cases. ActiveState will not provide any support services to customer’s third-party customers.