



## Appgate Service Level Agreement

This Appgate Service Level Agreement (this "SLA") is subject to and incorporated into the Appgate Software Schedule and Appgate Hosted Service Addendum (collectively, the "Software Schedule" and, together with all other documents governing such Software Schedule or governed by, or incorporated by reference into, such Software Schedule, the "Agreement"), by and between the parties, and any terms not defined in this SLA shall have the meaning set forth therein. This SLA shall be deemed an "SLA" as defined in the Software Schedule.

### 1. Availability.

Availability	SLA Commitment
Hosted Services Availability	99.95% Availability Percentage measured on a monthly basis

### 2. SLA Credit Process.

(a) Within 10 days of the end of the applicable month (the "SLA Notification Period"), Customer must note any failure by Appgate to meet the SLA Commitment shown in the table above (each, an "SLA Failure") and request a credit (the "SLA Credit") in writing (email suffices), providing appropriate supporting information. Customer waives any right to SLA Credits not requested within the SLA Notification Period.

(b) In the event Appgate confirms the SLA Failure, Appgate will issue an SLA Credit based on the actual Availability Percentage and the credit table set out in Section 3 below. All Service Failure measurements, performance calculations and applicable SLA Credits are based on Appgate's internal monitoring equipment, records and data unless Customer can provide Appgate with clear and convincing evidence to the contrary within the applicable SLA Notification Period.

**3. SLA Credit Calculation.** All SLA Credits are based upon a monthly calculation of Availability Percentage applied to applicable Amount Subject to Service Level Credits. The SLA Credit formulation and table are as follows:

$$\text{Availability Percentage} = (\text{Scheduled Uptime Minutes} - \text{Unscheduled Outage Minutes}) / \text{Scheduled Uptime Minutes} \times 100\%$$

Availability Percentage	SLA Credit Percentage
98% to <99.95%	10%
Below 98%	25%

### 4. SLA Definitions:

(a) "Amount Subject to Service Level Credits" means the monthly amount due (or the calculated pro rata equivalent) for the month for the Products / Services subject to the SLA Commitment.

(b) "Availability Percentage" means that percentage of time, measured monthly, calculated in accordance with the formula set out above.

(c) "Excluded Event" means (i) the acts or omissions of Customer or any Authorized User, (ii) a breach or default by Customer of any provision of the Agreement, including, but not limited to, any use of the Hosted Services other than in accordance with the Documentation and the Agreement, (iii) a modification to the Hosted Services made or caused by Customer or any other party acting on behalf of Customer, (iv) any data uploaded by or for Customer in the Hosted Services, (v) use of the Hosted Services in violation of applicable law, (vi) use of the Hosted Services in combination with any hardware, software, application, equipment, technology or material that was not provided by Appgate, (vii) Customer's or any Authorized User's failure to use any version of the Hosted Services for which Appgate is not obligated to provide Customer with Support, (viii) Customer's use of a version of the Hosted Services that has a defect when a new or corrected version of the Hosted Services has been made available by Appgate to Customer, (ix) Customer's or any Authorized User's negligence or willful misconduct, (x) Force Majeure Events, (xi) any suspension of the Hosted Service pursuant to the Agreement, (xii) Customer's failure to reasonably cooperate with Appgate so that Appgate can provide the Hosted Service and/or prevent or resolve an event that would give rise to an SLA Failure, (xiii) the failure or malfunction of equipment, applications or systems not owned or controlled by Appgate, (xiv) bugs in code, hardware or services for which there is no commercially reasonable, known fix (even if there is a known workaround), (xv) any other events that are not within Appgate's direct control, (xvi) any other events that could not have been avoided by Appgate's exercising commercially reasonable care, (xvii) Emergency Maintenance, (xviii) Scheduled Maintenance (except as otherwise specified in Section 5(b)), (xix) Hosted Collective Upgrades (except as otherwise specified in Section 5(d)), (xx) failure of Customer's or an

Authorized User's software, hardware, systems, connections or Internet service, and/or (xxi) illegal third party activity (e.g., virus attack or network intrusion attempts).

(d) "Scheduled Uptime Minutes" means the total minutes during the applicable month.

(e) "Unscheduled Outage Minutes" means minutes during the applicable month during which the Hosted Service is not available, provided, that, scheduled maintenance conducted in accordance with Section 5(b) and hosted collective upgrades conducted in accordance with Section 5(d) shall not be included in the calculation of Unscheduled Outage Minutes. In the event an Excluded Event contributed, in whole or in part, to the Hosted Service being unavailable, the period of time of such unavailability shall not be included in the calculation of Unscheduled Outage Minutes.

#### **5. General Rules with respect to the SLA Commitment:**

(a) Hosted Services will be deemed available unless (i) an Authorized User gets an error response to an attempt to access the Hosted Services during two or more consecutive 90-second intervals, or (ii) data stored in the Hosted Services becomes inaccessible.

(b) Appgate will use best efforts to complete all scheduled maintenance (a) in North America, Central America and South America on Wednesdays between 3:00pm and 5:00pm Eastern Time and (b) in Europe, Middle East and Africa (EMEA) and Asia Pacific (APAC) on Thursdays between 6:00am and 8:00am Eastern Time. Scheduled maintenance must be (i) limited to no more than 15 minutes per scheduled maintenance, and no more than 2 scheduled maintenances per month, and (ii) upon no less than 3 days' advance written notice to Customer. If scheduled maintenance does not meet these criteria, the applicable time not meeting these criteria will be counted as Unscheduled Outage Minutes.

(c) Emergency maintenance can occur when needed without Customer's consent. Appgate will provide maximum practical notice for such maintenance.

(d) Appgate will use best efforts to complete all hosted collective upgrades (a) in North America, Central America and South America between 4:00am and 6:00am Eastern Time and (b) in Europe, Middle East and Africa (EMEA) and Asia Pacific (APAC) between 10:00pm and 12:00am Central European Time. Hosted collective upgrades must be (i) limited to no more than 2 hosted collective upgrade per month, and (ii) upon no less than 3 days' advance written notice to Customer. If a hosted collective upgrade does not meet these criteria, the applicable time not meeting these criteria will be counted as Unscheduled Outage Minutes.

(e) The SLA Credits in this SLA are Customer's sole and exclusive remedies for unavailability of the Hosted Services, including failure to meet the SLA Commitment.