

SERVICE LEVEL AGREEMENT

1. **Applicability.** This Service Level Agreement (the “SLA”) applies to a Customer provided that such Customer’s Solution Agreement specifically references this SLA. If Customer is an Authorized Party that is (A) managing the Solution on behalf of one or more third-party End Users; (B) purchasing the right to use the Solution on behalf of one or more affiliated End Users; or (C) reselling the Solution, directly or indirectly, to one or more third party End Users, then only such Authorized Party, and not its respective third party or affiliated End Users, will be entitled to receive the Solution Credits as set forth herein and the Authorized Party will pass those Solution Credits on to its respective third party or affiliated End Users. For the avoidance of doubt, in no event will Alert Logic pay Solution Credits to both an Authorized Party and to its respective third party or affiliated End Users. Defined terms in this SLA are set forth in Section 7. Capitalized but undefined terms used in this SLA have the same meanings attributed to them in the Solution Agreement, unless noted otherwise. This SLA is an “Additional Term” under the Solution Agreement. As may be further described in the Solution Agreement, Alert Logic will use commercially reasonable efforts to provide the Solution in accordance with the service levels described below.
2. **Availability.** Alert Logic will maintain 99.5% System Availability during each calendar month of the Subscription Term (the “**Availability Service Level**”).
3. **Availability Credits.** If System Availability during any given calendar month falls below the level set forth above, then Customer may obtain a service level credit (such credit, the “**Availability Credit**”) equal to the percentage of the monthly fees paid to Alert Logic for the month in which the Availability Service Level failure occurred, as set forth in the table below:

Availability Service Level	Availability Credit
Less than 99.5% to 98.5%	5%
Less than 98.5% to 97.5%	10%
Less than 97.5% to 96.5%	15%
Less than 96.5% to 95%	20%
Less than 95%	25%

4. **Escalation.** Alert Logic will escalate Incidents within the 15 minutes of detection (“**Escalation Time Requirement**”). The 15-minute time period consists of the time between: (A) detection and confirmation of an Incident and (B) the time escalation of the Incident to Customer is attempted via automated system log, email, or phone call.
5. **Escalation Time Credits.** Customer may obtain a service level credit equal to the percentage of the monthly fees paid to Alert Logic for the month in which the Escalation Time Requirement failure occurred, as set forth in the table below (“**Escalation Time Credits**”):

Escalation Failures in a Month	Escalation Time Credit
2-5	10%
6 or more	25%

6. **Credit Procedures.** In order to receive any Solution Credits, Customer must notify Alert Logic of such claimed credits within the SLA Notice Period, along with a description of the basis for its claim. If Customer fails to provide notice within the SLA Notice Period, no Solution Credits will be owed to Customer for such month. In no event will the total Solution Credits in any given calendar month during the Subscription Term exceed the Monthly Maximum At-Risk Amount. The credits set forth in this SLA are Alert Logic’s sole and exclusive obligations, and Customer’s sole and exclusive remedy, for the failure of the Solution as described in this SLA. For Solutions purchased as part of a suite or bundle, any Solution Credits will be based on the pro-rata portion of the cost of the applicable Solution which did not meet the service level requirement, as determined by Alert Logic in its reasonable discretion. If fees are paid annually or quarterly, then the Solution Credits will be pro-rated to the monthly value. Any Solution Credits will be applied to Customer’s next invoice from Alert Logic. If Customer is late in making any undisputed payments owing pursuant to the Solution Agreement at the time of the occurrence which would otherwise entitle Customer to a Solution Credits, no such Solution Credits will be owed and Alert Logic will have no liability to Customer under this SLA. Solution Credits do not apply where Customer is in breach of one or more terms of the Solution Agreement, including failure to provide accurate and up-to-date Customer Contacts. If Customer is an Authorized Party, then such Authorized Party, and not its End Users, must provide notice to Alert Logic pursuant to this Section 6 in order to

be entitled to Solution Credits under this SLA.

7. Definitions.

- 7.1. **“Actual Availability”** means Total Scheduled Availability minus Downtime.
- 7.2. **“Authorized Party”** means a channel partner and/or a third party authorized by Alert Logic to purchase the Solution on behalf of such third party's affiliates.
- 7.3. **“Customer”** means, for purposes of this SLA, (A) each Authorized Party and (B) any end user of the Solution that has been granted the right to use the Solution either directly from Alert Logic or indirectly through an Authorized Party pursuant to a current agreement (the **“Solution Agreement”**) or a current order form accepted by Alert Logic governed by the Solution Agreement (each, an **“End User”**).
- 7.4. **“Downtime”** means the time in minutes in the relevant month that Customer is not able to actually access the Solution and perform ordinary functions to use the Solution. Downtime does not include Excluded Downtime or any period for which Alert Logic provides at least three days of advance notice on the status notice page that the Solution will be unavailable.
- 7.5. **“Excluded Downtime”** means unavailability of the Solution due to: (A) System Maintenance; (B) Third-Party Error; or (C) any acts or omissions of Customer or its agents, including without limitation failure to provide up-to-date SSL certificates, failure to implement any required configurations, or any Customer-caused Solution outage.
- 7.6. **“Incident”** means a suspicious event that is identified by Alert Logic on Customer's network and is classified by Alert Logic as **“critical”** or **“high.”**
- 7.7. **“Monthly Maximum At Risk Amount”** means 50% of the amount paid to Alert Logic by a particular Customer for the applicable Solution in a given month and represents the maximum Solution Credits that a Customer will receive in any given month during the Subscription Term.
- 7.8. **“Solution Credits”** means all service level credits owed to Customer as and to the extent set forth in this SLA.
- 7.9. **“SLA Notice Period”** means seven days following the applicable service level failure.
- 7.10. **“System Availability”** will be expressed as a percentage and calculated on a monthly basis using the following formula: Actual Availability divided by Total Scheduled Availability. System Availability only pertains to the applicable Solution actually used by Customer.
- 7.11. **“System Maintenance”** means time in minutes that the Solution is not actually available to Customer due to: (A) scheduled maintenance for maintenance and upgrading of the software or hardware used by Alert Logic to provide the Solution; or (B) unscheduled emergency maintenance, including due to a Third-Party Error.
- 7.12. **“Total Scheduled Availability”** means 1,440 minutes multiplied by the number of days in the relevant month.
- 7.13. **“Third-Party Error”** means any unavailability or error of the Solution attributable to a third-party, including but not limited to: (A) an IaaS platform or hosting service; (B) any third-party software, hardware or APIs; or (C) any Internet Service Provider.