



## AppGate Service Level Agreement

This AppGate Service Level Agreement (this "SLA") is subject to and incorporated into the Cyxtera Software Schedule and Cyxtera 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% Availability Percentage measured on a monthly basis

### 2. SLA Credit Process.

(a) Within 60 days of the end of the applicable month (the "SLA Notification Period"), Customer must note any failure by Cyxtera 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 Cyxtera confirms the SLA Failure, Cyxtera 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 Cyxtera's internal monitoring equipment, records and data unless Customer can provide Cyxtera 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%	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 Cyxtera, (vii) Customer's or any Authorized User's failure to use any version of the Hosted Services for which Cyxtera 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 Cyxtera 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 Cyxtera so that Cyxtera 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 Cyxtera, (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 Cyxtera's direct control, (xvi) any other events that could not have been avoided by Cyxtera's exercising commercially reasonable care, (xvii) Emergency Maintenance, (xviii) Scheduled Maintenance (except as otherwise specified in Section 5(b)), (xix) failure of Customer's or an Authorized User's software, hardware, systems, connections or Internet service, and/or (xx) illegal third party activity (e.g., virus attack or network intrusion attempts).

- (d) "Normal Business Hours" means M-F 5:00am – 5:00pm Eastern US time (excluding US bank holidays).
- (e) "Scheduled Uptime Minutes" means the total minutes during Normal Business Hours in the applicable month.
- (f) "Unscheduled Outage Minutes" means minutes during Normal Business Hours during which the Hosted Service is not available. 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) Cyxtera will use best efforts to complete all scheduled maintenance outside of Normal Business Hours. Scheduled maintenance during Normal Business Hours must be (i) limited to no more than 15 minutes per incident, and no more than 2 incidents 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 will be counted as Unscheduled Outage Minutes.
- (c) Emergency maintenance can occur when needed without Customer's consent. Cyxtera will provide maximum practical notice for such maintenance.
- (d) 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.