

F5 END USER SERVICES AGREEMENT

SERVICE LEVEL AGREEMENT

Introduction and Applicability. This F5 Service Level Agreement (“SLA”) applies to your access and use of the applicable SaaS Offering(s) purchased under the End User Services Agreement (“Agreement”). This SLA is divided into the following sections, and each section will include specific information about the applicable SaaS Offering:

- **Section 1: Monthly Uptime Percentages or other Performance Standards**
- **Section 2: Service Credits**
- **Section 3: Miscellaneous Terms**
- **Section 4: Definitions**

This SLA is subject to the terms of the Agreement and states your sole and exclusive remedy for any failure by us to meet any of the service levels or responsiveness targets described herein. Capitalized terms not defined here have the meaning set forth in the Agreement.

1. **Monthly Uptime Percentages or other Performance Standards.** Subject to the terms and conditions of this SLA and the Agreement, we will use commercially reasonable efforts to make the SaaS Offering(s) available to you at least at the applicable Monthly Uptime Percentages described below, or in conformance with the stated performance standards. If the applicable SaaS Offering does not meet the Monthly Uptime Percentage or Performance Standards during a given month, you may be eligible to receive a Service Credit.

F5 Cloud Services (DNS, DNS Load Balancer, and Essential App Protect)	
Monthly Uptime Percentage or Performance Standard	Description
99.9% Uptime	Subject to the special conditions below, we will use commercially reasonable efforts to make the F5 Cloud Services Available to you at least at the Monthly Uptime Percentage of time in the applicable period.

Special Conditions: Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage.

F5 Silverline - Web Application Firewall (WAF) Service	
Monthly Uptime Percentage or Performance Standard	Description
99.999% Uptime	Subject to the special conditions below, we will use commercially reasonable efforts to make the Silverline WAF Service Available to you at least at the Monthly Uptime Percentage of time in the applicable period.
Initial Incident Response: 15 minutes	The amount of time within which we will respond to an initial support request (e-mail or phone) from you.

Special Conditions: Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage.

F5 Silverline – Silverline Shape Defense Service	
Monthly Uptime Percentage	Description

or Performance Standard	
99.999% Uptime	Subject to the special conditions below, we will use commercially reasonable efforts to make the Silverline Shape Defense Service Available to you at least at the Monthly Uptime Percentage of time in the applicable period.
Initial Incident Response: 15 minutes	The amount of time within which we will respond to an initial support request (e-mail or phone) from you.

Special Conditions: Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage.

F5 Silverline - DDoS Protection Service	
Monthly Uptime Percentage or Performance Standard	Description
99.999% Uptime	Subject to the special conditions below, we will use commercially reasonable efforts to make the Silverline DDoS Protection Service Available to you at least at the Monthly Uptime Percentage of time in the applicable period.
Time to Notify (TTN): 15 minutes	This is the maximum allowable time that we will have to notify you that a DDoS attack is underway.
Time to Mitigate (TTM): 15 minutes	<p>This is the maximum allowable time that we will have in order to begin mitigation of a DDoS attack.</p> <ul style="list-style-type: none"> For <i>Always Available Silverline DDoS Services</i>, this means the elapsed amount of time beginning when your traffic begins transiting the Silverline DDoS Network and ending when the first mitigation is applied. For <i>Always On Silverline DDoS Services</i>, this means the elapsed amount of time beginning when a DDoS alert has been generated and recorded in the F5 User Portal and ending when the first mitigation is applied.
Initial Incident Response: 15 minutes	The amount of time within which we will respond to an initial support request (e-mail or phone) from you.
Support Escalation Time: 15 minutes	This is the maximum allowable time that we will have in order to escalate an attack incident to Tier 2 Support or Tier 3 Support.

Special Conditions: (i) Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage. (ii) You must have a current subscription to Silverline Always-On or Router Monitoring Service in order to receive the benefit of the TTN performance standard. (iii) We will achieve monitoring of these SLAs through the use of tools in the F5 Silverline Security Operations Center. (iv) You authorize and consent to us performing mitigation actions on your traffic when transiting the Silverline DDoS Network, and you must provide an express, written communication for any exceptions to this consent.

SHAPE Security Software

Monthly Uptime Percentage or Performance Standard	Description
99.99% Uptime	Subject to the special conditions below, we will use commercially reasonable efforts to make the SHAPE Security Software Available to you at least at the Monthly Uptime Percentage of time in the applicable period.
Response Time: 30 minutes	SHAPE will provide an initial response to requests from your approved contacts within 30 minutes of receiving the communication via phone or email.
Root Cause Analysis for Sev1 or Sev2 Incident: 24 hours (draft); 7 days (final)	SHAPE will provide a report that describes the event, technical causes, remediating action, and long-term plans for prevention

Special Conditions: Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage.

2. Service Credits.

2.1 Applicable Service Credits. If we fail to provide the Monthly Uptime Percentage or Performance Standard, you will be entitled to apply for the applicable Service Credit described below.

F5 Cloud Services (DNS, DNS Load Balancer, and Essential App Protect)	
Monthly Uptime Percentage or Performance Standard	Service Credit
Less than 99.9% but greater than 99.0%	10% reduction in your monthly fees
Less than 99.0%	30% reduction in your monthly fees

F5 Silverline - Web Application Firewall (WAF) Service	
Monthly Uptime Percentage or Performance Standard	Service Credit
Service Outage greater than 60 consecutive seconds	2 days added as an extension to the current Service Term
Service Outage greater than 60 consecutive minutes	5 days added as an extension to the current Service Term
Service Outage greater than 24 consecutive hours	10 days added as an extension to the current Service Term
Initial Incident Response: 15 minutes	1 day added as an extension to the current Service Term

F5 Silverline – Shape Defense Service	
Monthly Uptime Percentage or Performance Standard	Service Credit
Service Outage greater than 60 consecutive seconds	2 days added as an extension to the current Service Term

Service Outage greater than 60 consecutive minutes	5 days added as an extension to the current Service Term
Service Outage greater than 24 consecutive hours	10 days added as an extension to the current Service Term
Initial Incident Response: 15 minutes	1 day added as an extension to the current Service Term

F5 Silverline - DDoS Protection Service	
Monthly Uptime Percentage or Performance Standard	Service Credit
Service Outage greater than 60 consecutive seconds	2 days added as an extension to the current Service Term
Service Outage greater than 60 consecutive minutes	5 days added as an extension to the current Service Term
Service Outage greater than 24 consecutive hours	10 days added as an extension to the current Service Term
Time to Notify (TTN): 15 minutes	1 day added as an extension to the current Service Term
Time to Mitigate (TTM): 15 minutes	1 day added as an extension to the current Service Term
Initial Incident Response: 15 minutes	1 day added as an extension to the current Service Term
Support Escalation Time: 15 minutes	1 day added as an extension to the current Service Term

SHAPE Security Software	
Monthly Uptime Percentage or Performance Standard	Service Credit
99.99% Uptime	The monthly fees multiplied by the Downtime Percentage, except that if the Downtime Percentage exceeds 95%, the Service Credit will be 50% of the monthly fees for the SHAPE Software. For example, if the monthly fees for the Shape Software due are \$100,000 and the Downtime Percentage is 1.5%, the Service Credit is \$1,500.

2.2 Application Process for Service Credits. To receive a Service Credit for any failure by us to achieve the Monthly Uptime Percentage or Performance Standard, you must submit a claim by opening a support case by emailing support@f5silverline.com for F5 Silverline and F5 Cloud Services or support@f5.com for Shape Security Software. The following eligibility requirements apply:

- 2.2.1** You must be subscribed to the SaaS Offering from the time the purported failure occurred through the time you submit the claim and the Service Credit is issued;
- 2.2.2** The credit request must be received by us by the end of the second billing cycle after which the purported failure occurred; and

- 2.2.3** The request must include (i) “SLA Credit Request” in the subject line, (ii) the dates, times and/or month, as applicable, in which the failure occurred that you are claiming, and (iii) any other information that documents or corroborates the purported failure.

If approved, the Service Credit will be issued to you within two billing cycles following the month in which the request is confirmed by us. The Service Credit will be issued toward the same SaaS Offering under your Account under which the Service Outage occurred and is not transferable to another SaaS Offering or Account. Your failure to provide the request and other information as required above may disqualify you from receiving a Service Credit.

3. Miscellaneous Terms.

- 3.1** **Exclusions.** This SLA does not apply to (i) any SaaS Offerings that are offered to you on an “Evaluation,” “Preview,” or “Beta” basis; (ii) any SaaS Offerings that are provided to you for no fee; (iii) availability of any control panel or management interface where the availability of the SaaS Offering itself is not materially impacted; or (iv) any errors (a) caused by factors outside of our reasonable control; (b) that resulted from your software or hardware or third party software or hardware, or both; (c) that resulted from abuses or other behaviors that violate the Agreement.

- 3.2** **Modification.** We reserve the right to change or modify this SLA in accordance with the Agreement.

- 3.3** **Additional Silverline Termination Rights.** In addition to the termination rights in the Agreement you may terminate the Silverline SaaS Offering without penalty if (i) A particular Service Outage that you have reported lasts for 48 or more consecutive hours; or (ii) Service Outages (each lasting at least 60 consecutive minutes) occurs on any 5 days in a 90-day period.

If you provide a termination notice in accordance with this Section, we will promptly refund, or cause the F5 Authorized Distribution Partner to promptly refund, to you a pro-rata amount of any unused fees prepaid by you in relation to such terminated Silverline SaaS Offering, calculated from the date of termination.

- 3.4** **Exclusive Remedy.** With exception of any remedies available to you in the Agreement and/or at law where the same event giving rise to such Service Outages and/or any other interruptions or failures of SaaS Offering also constitute a breach under the Agreement, the Service Credits and the termination rights set forth in this SLA (including any pro-rata refund) set forth your sole and exclusive remedy for Service Outages.

- 3.5** **Disclaimer.** THIS SLA DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SAAS OFFERINGS ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS SLA DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

4. Definitions.

“**Available**” means the SaaS Offering is available for access and use by you in material accordance with the functional specifications set forth in the applicable documentation.

“**Deployment Minutes**” means is the total number of minutes that a given cloud service (DNS, DNS Load Balancer, Essential App Protect) has been deployed in the SaaS Offering subscription by you during a billing month.

“**DNS Zone**” refers to a deployment of the SaaS Offering containing a DNS zone and record sets.

“**Downtime**” means the total cumulative number of minutes, across all similar service instance types, during which the SaaS Offering is Unavailable.

“**Downtime Percentage**” means the percentage below the Monthly Uptime Percentage that the Shape Software has not been available in such period. For example, if the Monthly Uptime Percentage is 99.5% and the Shape Software has been available in such period 98% of the time, the Downtime Percentage is 1.5%.

“Excluded Downtime” means the period of time attributable to: (i) a scheduled downtime for which you have been notified at least five (5) business days prior to such scheduled downtime; (ii) a period of suspension described in the Agreement; (iii) unavailability caused by factors outside of our reasonable control, such as a force majeure events or Internet access or related problems beyond the demarcation point of the SaaS Offering; (iv) violations of the Acceptable Use Policy; (v) other negligent or unlawful acts committed by you actively or by omission; or (vi) your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control). Whether Excluded Downtime is present shall be determined solely by us in our good faith discretion supported by records, data and other evidence collected by us or provided by you.

“Maximum Available Minutes” means the following:

For *DNS* it means the sum of all Deployment Minutes across all DNS Zones deployed in the SaaS Offering subscription by you during a billing month.

For *DNS Load Balancer* it means the sum of all Deployment Minutes across all Load Balancer Services deployed in the SaaS Offering subscription by you during a billing month.

For *Essential App Protect*, it means the sum of all Deployment Minutes for all Essential App Protect Instances deployed in the SaaS Offering subscription by you during a billing month.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of total minutes during the billing month in which the SaaS Offering subscribed to by you experiences Downtime.

“Service Credit” means either a percentage of your overall monthly subscription fees (based in US Dollars) for the SaaS Offering credited to you following a claim approval or an extension of the applicable Service Term, as applicable.

“Service Outage” means that) the applicable SaaS Offering did not respond to DNS or HTTP queries for more than 60 consecutive seconds, except for Excluded Downtime.

“Tier 2 Support” means security engineering specialists trained to identify most DDoS attack incidents, apply mitigations, and fully manage an attack with the customer.

“Tier 3 Support” means involvement of engineering specialists to identify and verify all DDoS attack incidents and begin mitigation.

“Unavailable” means, except as noted below, the inability to use the applicable SaaS Offering in material conformance with the specifications provided in the documentation.

For *DNS*, a minute is considered unavailable for a given DNS Zone if all name servers associated with the DNS Zone fail to provide a DNS response within 3.0 seconds to a Valid DNS Request, provided that the Valid DNS Request is made to all name servers associated with the DNS Zone and retries are continually attempted throughout the minute.

For *DNS Load Balancer*, a minute is considered Unavailable for a given Load Balancer Service if all name servers associated with the Load Balancer Service fail to provide a DNS response within 3.0 seconds to a Valid DNS Request, provided that the Valid DNS Request is made to all name servers associated with the Load Balancer Service and retries are continually attempted throughout the minute.

For *Essential App Connect*, a minute is considered unavailable if you are unable to log into the SaaS Offering or create, delete, or modify an Essential App Protect Configuration.

“Valid DNS Request” means a DNS request to the SaaS Offering name server associated with a DNS Zone for a matching record set within the DNS Zone.