



## Service Level Agreement

**EFFECTIVE AS OF APRIL 1ST, 2018**

**Perimeter 81 SLA** During the term of your Perimeter 81 license (the "Agreement", the Perimeter 81 services will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Perimeter 81 SLA").

If Perimeter 81 does not meet the Perimeter 81SLA, and if Customer meets its obligations under this Perimeter 81 SLA, Customer will be eligible to receive the Service Credits described below. This Perimeter 81 SLA states Customer's sole and exclusive remedy for any failure by Perimeter 81 to meet the Perimeter 81 SLA.

**Definitions** The following definitions shall apply to the Perimeter 81 SLA.

- "Downtime" means when there is more than a five percent user error rate across all of a Customer's Users. Downtime is measured based on server side error rate.
- "Service" means the Perimeter 81 Software Defined Perimeter service.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Service Credit" means the number of days of Service to be added to the end of the Service term, at no charge to Customer calculated as follows:

Uptime	Days Credited
< 99.9% - ≤ 99.0%	5
< 99.0% - ≤ 95.0%	10
< 95.0%	20

**Customer Must Request Service Credit** In order to receive any of the Service Credits described above, Customer must notify Perimeter 81 within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

**Maximum Service Credit** The aggregate maximum number of Service Credits to be issued by Perimeter 81 to Customer for all Downtime that occurs in a single calendar month shall not exceed twenty days of Service (or the value of 20 days of Service in the form of a monetary credit to a monthly-billing Customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts.

**Perimeter 81 SLA Exclusions** The Perimeter 81 SLA does not apply to any services that expressly exclude this Perimeter 81 SLA (as stated in the



documentation for such services) or any performance issues: (i) caused by "Force Majeure" or (ii) that resulted from one or more of Customer's equipment or third party equipment not within the primary control of Perimeter 81.

*Perimeter 81 reserves the right to modify this Service Level Agreement at any time by updating the terms on the website.*