

API Security SLA

SAAS SERVICE AVAILABILITY. Akamai will use commercially reasonable efforts to ensure that API Security (the “SaaS Service”) will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime during the Term. The SaaS Service availability shall be measured as the total number of minutes during each 1-month period of the Term (“**SLA Term**”), minus the total number of minutes in that SLA Term that comprise Schedule Downtime (“**Scheduled Uptime**”). Daily system logs will be used to track Scheduled Downtime and any other SaaS Service outages.

Scheduled Downtime. A minimum of two (2) days advance notice will be provided for all scheduled downtime exceeding 2 hours to perform system maintenance, backup, and upgrade functions for the SaaS Services (the “**Scheduled Downtime**”). Scheduled Downtime will not exceed eight (8) hours per month. Akamai will notify the Customer administrator via email of any Scheduled Downtime that will exceed two (2) hours. The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the SaaS Services are not available to perform operations, to when the SaaS Services become available to perform operations.

Unscheduled Downtime. Unscheduled Downtime is measured in minutes and is defined as any time outside of the Scheduled Downtime when the SaaS Services are not available to perform operations.

Service Level Credits. If the SaaS Service does not meet the Scheduled Uptime levels specified below, Customer will be entitled, upon written request, to a service level credit (“Service Level Credit”) to be calculated as follows:

- If Scheduled Uptime is at least 99.5% of the SLA Term’s minutes, no Service Level Credits are provided; or
- If Scheduled Uptime is 99.0% to 99.49% (inclusive) of the SLA Term’s minutes, Customer will be eligible for a credit of 5% of the SLA Term’s average fee derived from the then-current monthly fee paid to Akamai for the SaaS Service; or
- If Scheduled Uptime is 98.50% to 98.9% (inclusive) of the SLA Term’s minutes, Customer will be eligible for a credit of 7.5% of the SLA Term’s average fee derived from the then-current monthly fee paid to Akamai for the SaaS Service; or
- If Scheduled Uptime is less than 98.50% of the SLA Term’s minutes, Customer will be eligible for a credit of 10.0% of the SLA Term’s average fee derived from the then-current monthly fee paid to Akamai for the SaaS Service.

Customer shall only be eligible to request Service Level Credits if it notifies Akamai in writing within thirty (30) days of the SLA Term for which Service Level Credits are due. In the event after such notification Akamai determines that Service Level Credits are not due, or that different Service Level Credits are due, Akamai shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer’s request and Akamai’s confirmation of available credits. Service Level Credits shall be Customer’s sole and exclusive remedy in the event of any failure to meet the Service Levels.

Exceptions. Customer’s right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: (i) prompt payment by Customer of all Fees, (ii) Customer performing all Customer obligations (including, without limitation,

establishing and maintaining the Customer Environment), (iii) Customer agreeing to use of the most current version of the SaaS Service, and (iv) the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event.