

AKAMAI MFA - SERVICE LEVEL AGREEMENT

1. Service Levels and Credits

Akamai agrees to provide a level of service demonstrating:

(a) 100% Uptime: The Akamai MFA Service will have no Outages (as defined below).

(b) Credits: If the Akamai MFA Service fails to meet the above service level, the Customer will receive (as its sole remedy) a credit equal to the committed Akamai MFA fees received by Akamai for the day in which the failure occurs, not to exceed thirty (30) days of fees in any monthly billing period. Multiple Outages in the same calendar day will constitute one SLA failure for purposes of calculating the credits owed.

2. SLA Monitoring Methodology

The following methodology will be employed to measure Akamai MFA Service availability:

Polling Targets

The Akamai MFA service operates on distributed servers in the Akamai platform with requests to the service distributed to service instances based on a combination of closeness to the customer, load, and availability. Akamai will configure an SLA application and corresponding hostname; each service instance will reply to HTTP based API calls to this hostname. This is the target used for uptime SLA testing and is defined as the "SLA Hostname".

Agents and Polling Frequency

Akamai will:

(a) Poll the SLA Hostname from twenty-three (23) network-diverse locations (i.e., agents) globally dispersed. Over a five-minute polling period, each agent will poll the SLA Hostname once in round-robin format.

(b) The polling mechanism will perform an HTTP GET operation on the SLA Hostname. Success of an HTTP GET is defined as a reply being received from the target SLA Hostname with a 200 HTTP status code.

(c) Each polling period will occur at approximately 5-minute intervals

(d) Based on the HTTP GET operation described in (b) above, the response will be assessed for the purpose of measuring Outages.

3. Outages

An "Outage" of the Akamai MFA service is defined as a 5-minute polling period during which all agents' polling attempts to the SLA hostname fail.

4. Credit Request

In order to receive a credit, the Customer must contact AkaTec and report what the Customer perceives as an Outage. Akamai will determine, in its sole discretion based upon the above methodology, whether an SLA failure has occurred and any applicable credit amount.

Credits will be available as credits to invoices only and will be applied to the invoice for the next billing period following the period for which the Outage occurred.

5. Exclusions

The SLA applies only to the Akamai MFA Service and does not apply to the following: a) planned downtime during upgrades or other maintenance; b) free Services, including without limitation free Service features and options (e.g., Services, features, and/or options provided during technical preview, beta, introductory trial, or evaluation periods); c) Outages or other failures that are caused by customer mis-configuration of the Akamai MFA Service, factors that are not within Akamai's reasonable control, or use of the Service other than as explicitly permitted by the relevant service agreement terms.