

SLA Enterprise Application Access - Enterprise

ENTERPRISE APPLICATION ACCESS - SERVICE LEVEL AGREEMENT

I. Service Levels and Credits

Akamai agrees to provide a level of service demonstrating:

- (a) 100% Uptime: The Akamai Enterprise Application Access (EAA) Service will have no Outages (as defined below).
- (b) Credits: If the Akamai EAA Service fails to meet the above service level, the Customer will receive (as its sole remedy) a credit equal to EAA fees 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.

II.SLA Monitoring Methodology

The following methodology will be employed to measure EAA Service availability:

Polling Targets

For each Akamai Cloud Zone (ACZ), Akamai will configure an SLA application and corresponding unique hostname that will be hosted at the ACZ. This “SLA hostname” is used as the polling target for measuring EAA service availability.

Agents and Polling Frequency

For each ACZ used by the Customer, Akamai will:

- (a) Poll the SLA hostname from six (6) network-diverse locations (i.e., agents) within 150 ms of the ACZ. Over a six-minute polling period, each agent polls the SLA hostname once in round-robin format with approximately a 60-second gap between agent polls.
- (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 or 300 HTTP status code.
- (c) Each polling period will occur at approximately 12-minute intervals.
- (d) Based on the HTTP GET operation described in II(b) above, the response will be assessed for the purpose of measuring Outages.

III. Outages

An “Outage” of a single ACZ is defined when all six (6) agents are unsuccessful in performing an HTTP GET operation of the ACZ’s SLA hostname during a polling period. If any ACZ used by the Customer has an Outage, the EAA Service has an Outage.

IV. Credit Request

In order to receive a credit, the Customer must contact AkaTec and formally declare 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.

V. Exclusions

The SLA applies only to the Akamai EAA Service and does not apply to the following: a) planned downtimes 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), or c) Outages caused by factors outside Akamai's reasonable control or use of the Service other than as explicitly permitted by the relevant service agreement terms.