

Account Protector

Akamai Cloud Security Solutions Service Level Agreements (SLA)

DEFINITIONS

“Attack Monitoring Services - Failure to Notify Event” is an event in which Akamai fails to take the defined steps to notify Customer within a period of 15 minutes from the time that Akamai’s Security Operations Center (SOC) receives a Critical alert (applicable only to Prolexic Application-Based Monitoring and Prolexic Flow-Based Monitoring Services deployed at the Customer site).

“Akamai Network” means the distributed network owned and operated by Akamai.

“Akamai Prolexic Network” means the distributed network of specialized network of scrubbing centers owned and operated by Akamai.

“Availability Outage” (applicable only to Kona Site Defender, Kona DDoS Defender, Web Application Protector, Web Application Firewall, Bot Manager Standard, Bot Manager Premier, Account Protector and Site Shield) is defined as a period of at least two consecutive failed attempts six (6) minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly, or via a Site Shield region if applicable). If an outage is identified by this method, the Customer will receive (as its sole remedy) a credit equal to Customer’s or such domain’s committed monthly service fee for the contracted security service for the day in which the failure occurred, not to exceed 30 days of fees.

“Emergency Maintenance” means any activity that Akamai, in its sole discretion, deems necessary to correct an immediate threat to the ongoing availability and quality of Akamai's Service offerings

“Managed Kona Site Defender Response Service SLA Violation” – the inability of the Akamai support team to meet the Response time or Live Support Availability as defined.

“Managed Kona Site Defender Service Initial Response Time” (applicable only to Support Requests filed against the Kona Site Defender product under Managed Kona Site Defender Service) is the time it takes Customer to get a response on the reported issue from an Akamai technical support representative.

The measurement of the initial response time is the elapsed time from the start of the Security Incident Management process, to the response to Customer by an appropriate service resource to acknowledge the request, respond with a service request number and begin working the issue. This includes time until a response is received in the form of a call back or e-mail or any other customer facing communication. The degree of urgency can vary based upon the issue's priority level.

For Security Events identified through Akamai Managed Kona Site Defender Service Security Event monitoring, Security Incident Management begins once a Security Event has been observed and that event cannot be classified as a false positive and the issue is escalated to the customer.

For Security Events identified by the customer, the Security Incident Management process begins from the time the event is reported by the customer to Akamai Customer Care.

All Support Requests reported via e-mail will be considered as Severity 3.

“Preconfigured Mitigation Control” – (applicable only to Prolexic Routed Service) is a proactive measure deployed in peacetime, offering the ability to block malicious layer 3 DDoS traffic abuses that are destined to a customer’s network.

“Security Severity Levels”

- **“Severity 1”** -- Critical Impact: This class exhibits: a) loss or outage on any portion of a protected property, b) data breach (exfiltration or infiltration) confirmed in progress, or c) defacement of a protected property.
- **“Severity 2”** – Major Impact: This class exhibits: a) degradation in performance on any portion of a protected property, b) suspected data breach, or c) excessive bot activity that may lead to intellectual property compromise.
- **“Severity 3”** – Low Impact: This class exhibits: a) signs of a potential small-scale security incident (log event evidence of malicious traffic that does not impact the origin and may be false positive, b) is a proactive action; “heightened attention” in response to a public threat, for instance, c) includes a possible fraud investigation without immediate evidence of data breach, or d) low-level site scraping

“Service Outage” (applicable only to Prolexic Routed, Prolexic Connect, and Prolexic Proxy) means that Akamai’s Prolexic Network did not respond to DNS or HTTP queries or the forwarding of IP traffic for more than sixty (60) consecutive seconds.

“Service Validation” is a process which tests Customer’s environment and service performance, and is required for all Customers of Prolexic Routed (i.e. GRE or Connect Option).

Akamai’s Time To Mitigate Service Level (applicable only to Prolexic Routed, Prolexic Connect, and Prolexic Proxy)

With respect to Customers subscribing to Prolexic Routed, Prolexic Connect, and Prolexic Proxy, Akamai offers a service level (“Service Level”) committing to the length of time that it will take Akamai to effectively deploy mitigation.

The Service Level begins at the time that a critical alert is generated by Akamai for Customers subscribed to the standard Always-On mitigation service or for Customers who are otherwise permitted to be running traffic through Akamai’s Prolexic Network when a DDoS attack is identified. The time of the critical alert will be determined by relevant ticket correspondence and/or critical alerts in the Akamai portal.

The Service Level for Customers subscribed to an On-Demand mitigation service, if not currently routed through the Akamai Prolexic Network, begins after a Customer notifies Akamai and properly routes traffic through Akamai’s Prolexic Network during a DDoS attack. The Time to Mitigate (“TTM”) value for these On-Demand Customers depends upon the length of time for the Customer to properly route traffic through Akamai’s Prolexic Network, and the length of time it takes for routes to propagate to the Internet at large.

Akamai's Service Level for the following attack types is available exclusively to Prolexic Routed, Prolexic Connect and Prolexic Proxy Services Customer. Akamai commits to the following TTM, for each DDoS attack type, as categorized per following:

Attack Type	TTM - Time to Mitigate (typical)	TTM – Time to Mitigate - Guaranteed (Service Level)
Any attack matching a Preconfigured Mitigation Control	0 seconds	0 seconds
UDP/ICMP Floods	1 minute or less	5 minutes
SYN Floods	1 minute or less	5 minutes
TCP Flag Abuses	1 minute or less	5 minutes
GET/POST Floods	10 minutes or less*	20 minutes
DNS Reflection	5 minutes or less**	10 minutes
DNS Attack	5 minutes or less**	10 minutes

* Mitigation requiring traffic analysis and custom signature deployment

** Applies to DNS attacks targeting Akamai IP addresses

Akamai's Time To Mitigate Service Levels (applicable only to Kona Site Defender and Web Application Protector)

With respect to Customers subscribing to Kona Site Defender and Web Application Protector, Akamai offers a service level (“Service Level”) committing to the length of time that it will take Akamai to effectively mitigate an attack, meaning initial mitigations have been deployed and have been effective at mitigating the impact of the immediate attack.

Akamai's Service Level is available exclusively to Kona Site Defender and Web Application Protector Customers and applies only to attack traffic routed through the Akamai platform. Akamai commits to the following TTM for each of the specified DDoS attack types:

Attack Type	TTM - Time to Mitigate (typical)	TTM – Time to Mitigate - Guaranteed (Service Level)
UDP/ICMP Floods	0 seconds	0 seconds
SYN Floods	0 seconds	0 seconds
TCP Flag Abuses	0 seconds	0 seconds
DNS Reflection	0 seconds	0 seconds
DNS Attack	0 seconds	0 seconds

Akamai's Time To Mitigate Service Level (applicable only to Kona DDoS Defender and Managed Kona Site Defender Service)

With respect to Customers subscribing to Kona DDoS Defender and Managed Kona Site Defender Service, Akamai offers a service level ("Service Level") committing to the length of time that it will take Akamai to effectively deploy mitigation, meaning:

- Initial mitigations have been deployed
- They have been effective at mitigating the impact of the immediate attack.
- The benefits of the mitigation were evident within the time window of the SLA.

The Service Level begins at the time that a critical alert is generated by Akamai for Customers subscribed and integrated to the standard Always-On mitigation service when a DDoS attack is identified. The time of the critical alert will be determined by relevant ticket correspondence and/or critical alerts in the Akamai portal.

Akamai's Service Level only for the following attack types is available exclusively to Kona DDoS Defender and Managed Kona Site Defender Service Customers. At a minimum, a Table Top Drill for Kona DDoS Defender, or a Threat Update Review and a Table Top Drill for Managed Kona Site Defender Service is required once annually and Akamai's Security Specialist recommendations must have been applied to the configuration. Akamai commits to the following TTM, for each DDoS attack type, as categorized per following:

Attack Type	TTM - Time to Mitigate (typical)	TTM – Time to Mitigate - Guaranteed (Service Level)
UDP/ICMP Floods	0 seconds	0 seconds
SYN Floods	0 seconds	0 seconds
TCP Flag Abuses	0 seconds	0 seconds
GET/POST Floods	10 minutes or less	20 minutes
DNS Reflection	0 seconds	0 seconds
DNS Attack	0 seconds	0 seconds

* *Mitigation requiring traffic analysis and custom signature deployment*

Akamai's Consistency of Mitigation Service Level (applicable only to Prolexic Routed, Prolexic Connect, Prolexic Proxy, Kona DDoS Defender and Managed Kona Site Defender Service)

Akamai offers a 95% Consistency of Mitigation Service Level. Consistency of Mitigation is measured by analyzing the ratio of clean traffic to attack traffic that is forwarded to the Customer. Measurement of the Consistency of Mitigation parameter begins after the committed TTM has elapsed. Claims against the Consistency of Mitigation Service Level must be submitted with a packet capture of at least one hour in duration, identifying the total amount of attack traffic forwarded during the event envelope. The event envelope is defined as all or part of the period between the TTM Service

Level period and the end of the attack. Evidence of forwarding of attack traffic in excess of 5% of the total traffic volume qualifies for a credit under this Service Level clause.

Remedy for Time to Mitigate and Consistency of Mitigation Service Levels

The TTM is based from the time that traffic is properly routed through Akamai's Prolexic Network or Akamai Network for On-Demand Customers or from the time that a critical alert is generated for services that are Always-On or already routed through Akamai's Prolexic Network or Akamai Network. The TTM is measured based upon the Consistency of Mitigation Service Level terms. During any given calendar month, if Akamai fails to meet the TTM Service Level as measured by the Consistency of Mitigation parameters set forth above, the following credits will be issued:

Single event – in the event that the TTM Service Level is exceeded – with mitigation not meeting the Consistency of Mitigation Service Level, Akamai will credit Customer's account for such month for the pro-rated charges as follows:

- Less than one hour: for (1) day of Monthly Service Fees due in respect of the affected Network Protection Services;
- For one hour or more, and less than 6 hours: two (2) days of Monthly Service Fees payable in respect of the affected DDoS Mitigation Services; and

Multiple Events or Single Event lasting more than 6 hours – in the event that the Time to Mitigate Service Level is exceeded – with mitigation not meeting the Consistency of Mitigation Service Level for a period of six (6) hours or more, or during four (4) or more events within a calendar month, Customer will be credited with seven (7) days of Monthly Service Fees payable in respect of the affected DDoS Mitigation, or Managed Kona Site Defender Services,

All Customers must have successfully completed a Table Top Drill, with any prefix(es) affected, within the previous twelve months in order to qualify for remedy credit under the Time to Mitigate and Consistency of Mitigation Service Levels.

In order to qualify for any applicable Service Level Agreements for Prolexic Routed (GRE or Connect Option), Service Validation must have been successfully completed by Customer, for any prefix(es) affected, within the previous twelve (12) months.

Akamai's Service Availability Service Level (applicable to Prolexic Connect, Prolexic Routed, and Prolexic Proxy Service Outage)

Akamai offers a service level ("Service Level") committing to 100% availability of the Prolexic platform. The service level begins at the time the customer has successfully completed integration and Service Validation for the protected properties, or the contract Billing Effective Date, whichever is later.

This Availability SLA does not guarantee the availability of all scrubbing centers concurrently. All Prolexic customers are required to have resilience via 2 or more GRE tunnels per provisioned router or 2 or more VLLs per provisioned router connected to 2 or more scrubbing centers (Prolexic Routed with Connect option). Additional resilience is available to all customers, optionally.

Akamai will provide any credits to Customer (or to Reseller for transfer to Customer, if Reseller is the contracting entity) per the following: Provided Customer reports a Service Outage to Akamai promptly following the occurrence of an event of interruption in Service that Customer believes is a

Service Outage, but in any event no later than five (5) days after the event took place, Customer shall be entitled to receive a service credit for Customer's benefit in accordance with the schedule below. Whether an interruption in Services constitutes a Service Outage shall be determined solely by Akamai in its sole good faith discretion supported by records, data and other evidence. If a Service Outage has taken place and Customer notifies Akamai as provided in this Section, Akamai shall provide a credit to Customer as follows:

- If a particular Service Outage reported by Customer lasted for more than one minute but less than four (4) consecutive hours during a calendar month, Akamai will credit Customer for such month, the pro-rated charges for one (1) day of Monthly Service Fees of the amount of revenue Akamai receives from Customer with respect to the affected DDoS Mitigation Service(s); or
- If a particular Service Outage reported by Customer lasted for four (4) or more consecutive hours during a calendar month, a credit equal to two (2) days of the Monthly Service Fees payable of the amount of revenue Akamai receives from Customer with respect to the affected DDoS Mitigation Service(s).

The above provision sets forth Customer's sole and exclusive remedy for Service Outages and any other interruptions or failures of Akamai's Managed DDoS Mitigation Service.

Remedy – Akamai Attack Monitoring Services (applicable only to Application-Based and Flow-Based Monitoring Services)

A Customer subscribing to the Akamai Application-Based Monitoring or Flow-Based Monitoring Service is entitled to remedy credit in accordance with this subsection should an Attack Monitoring Services - Failure to Notify Event occur, provided Customer reports the incident to Akamai promptly following the occurrence of an event that Customer believes is an Attack Monitoring Services - Failure to Notify Event, but in any event no later than five (5) calendar days after the event. Whether an incident constitutes an Attack Monitoring Services - Failure to Notify Event shall be determined by Akamai in its sole good faith discretion supported by records, data and other evidence.

- If an Attack Monitoring Services - Failure to Notify Event occurs once or more times during a calendar month, Akamai will credit Customer's account for the pro-rated charges for one (1) day's Monthly Service Fees due for each incident, in respect of the affected site(s)' Services; and
- In addition to Customer being entitled to the above credits, in the event that three or more Attack Monitoring Services - Failure to Notify Events occur during a calendar month, Customer shall have the right, for 30 days following the start of such incident, to terminate the affected Service, without liability.

Akamai's Availability and Performance Service Level (applicable only to Kona Site Defender, Kona DDoS Defender, Web Application Protector, Web Application Firewall, Bot Manager, Bot Manager Premier and Site Shield)

- **Availability SLA:** Akamai offers a service level ("Service Level") committing to 100% availability of the contracted security service.

The Service Level begins at the time the customer has successfully completed integration and Service Validation for the protected properties, or the contract Billing Effective Date, whichever is later.

- **Performance SLA:** Akamai offers a service level (“Service Level”) committing that the security service will not impede origin performance in any period that the protected digital property is not under attack.

The Service Level begins at the time the customer has successfully completed integration and Service Validation for the protected properties, or the contract Billing Effective Date, whichever is later.

Activation of the Availability and Performance Service Level Agreements occurs once the Customer has successfully completed the following: Customer must enter and indicate the location of two valid test files for the same object (as described in II(c) and (d) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai’s Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer’s Account Manager and, for customers using the optional Site Shield solution, Akamai Professional Services. Customers using Remote Site Shield must ensure that their firewall configurations are updated to reflect changes made by Akamai to the Site Shield access control list no later than 60 days following notification by Akamai, via email or the <https://control.akamai.com> customer portal, of such a change. Failure to timely update such firewall configurations will invalidate the performance portion of this SLA. The SLA will go into effect five (5) business days after the Customer enters valid test files into the SLA Activation Tool.

Remedy for Availability and Performance Service Levels (applicable only to Kona Site Defender, Kona DDoS Defender, Web Application Protector, Web Application Firewall, Bot Manager Standard, Bot Manager Premier and Site Shield)

If the Service fails to meet the defined service levels, the Customer will receive (as its sole remedy) a credit equal to Customer’s or such domain’s committed monthly security service fee for the day for the protected origin(s) in which the failure occurs, not to exceed 30 days of fees.

The following methodology will be employed to measure the availability and performance of the security service:

Agents and Polling Frequency

- From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on the Customer’s protected origin servers and on Akamai’s network
- The polling mechanism will perform two (2) simultaneous http GET operations using a test file on the customer’s protected origin server(ie, origin.customer.com).

One GET operation will be performed to retrieve the file directly from the protected origin server (ie, <http://origin.customer.com/testobject>), or via an Akamai Site Shield region if the customer is using the Kona Site Defender or the optional Site Shield solution.

The other GET operation will be performed to retrieve the file through the Service, by requesting the object from the protected origin server (ie, <http://www.customer.com/testobject>, where www.customer.com is CNAMEd to Akamai and configured to pull content from origin.customer.com)

- The Akamaized test content must use a TTL of 2 hours or greater.
- The test content will be a file of approximately 10 KB in size.

- Polling will occur at approximately 6-minute intervals.
- Based on the http GET operations described in II(b) above, the response times received from the two sources, (a) the protected Customer server (directly, or via a Site Shield region if applicable), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

Performance Metric

The performance metric will be based on a daily average of performance for the Service and the Customer's protected production origin (measured directly, or via a Site Shield region if applicable), computed from data captured across all regions and hits. If on a given day the Akamai daily average time exceeds the Customer's daily average time, then the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the protected property, for that day in which the failure occurs, not to exceed 30 days of fees.

Akamai's Managed Kona Site Defender Service Response Service Level Agreement (applicable only to Managed Kona Site Defender Service)

Akamai agrees to provide a level of service to Customer's purchasing Managed Kona Site Defender Service as follows:

1. Response Time

- Severity 1 \leq 30 minutes (must be opened via phone)
- Severity 2 \leq 1 hour
- Severity 3 \leq 1 business day

2. Live Support Availability: An Akamai representative will be available live on the phone to respond to Severity 1 (Critical Impact) and Severity 2 (Major Impact) Service issues 24 hours a day, 7 days a week and 365 days a year. Live Support Availability for severity 3 (Low Impact) cases will be available during normal business hours, Monday through Friday, excluding local holidays, in the following geographies as follows:

- North America (GMT – 05:00): 9:00 am to 9:00 pm ET
- Europe (GMT): 08:00 am to 5:00 pm
- Asia-India (GMT + 05:30): 9:00 am to 6:00 pm
- Asia-Japan/Singapore (GMT + 08:30): 9:00 am to 6:00 pm

Remedy for Managed Kona Site Defender Service Response SLA Violation

In the event of a Managed Kona Site Defender Service Response SLA Violation, Customer must submit a written request for a credit (email request acceptable) to Customer's applicable Akamai relationship manager within seven days of the alleged SLA Violation. For acknowledged SLA Violations, Customer will receive (as its sole remedy) a credit equal to Customer's monthly Managed Kona Site Defender Service fee for the day in which the failure occurs, not to exceed 30 days of fees per month.

Remedy Terms – General

In order for Akamai to issue a credit in accordance with this SLA, Customer must have an account that is current with payments and in good standing with Akamai, and must be able to confirm that Customer has completed the Integration process, Provisioning, and/or Service Validation process for the applicable Service and, if applicable, all Prior Competing Mitigation Techniques, Fixes and Gear have been disabled or removed during any mitigation services.

Credits shall only apply for Services provided pursuant to the Monthly Service Fee and/or Monthly Service Overage Fee, and will not apply to any other Service. Customers with subscriptions for more than one DDoS Mitigation Service will only receive credits for affected portion of DDoS Mitigation Service(s). The aggregate credits to be provided in any calendar month shall not exceed 25% of the Monthly Service Fee in respect of the affected Service(s).