

BeyondTrust Corporation Cloud Service Level Agreement

This Cloud Service Level Agreement (“SLA”) sets forth the service availability commitments for BeyondTrust Corporation Cloud hosted solutions (“Cloud Service”). Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the applicable underlying Agreement which includes the BeyondTrust Software License and Subscription Agreement between Customer and BeyondTrust which references this Cloud Service Level Agreement.

BeyondTrust provides the following commitments for all its customers as described in this SLA for its Cloud hosted solutions.

BeyondTrust shall use commercially reasonable efforts to make the Cloud Service to Customer Available at least for 99.9% of the time during a calendar month, excluding Excused Downtime (“Availability S

1. AVAILABILITY SERVICE LEVEL

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Definitions

(1) “Available” means the time that authorized users can access the Cloud Service.

(2) “Availability” = $((\text{total minutes in a calendar month} - \text{total minutes where Cloud Services are not Available for use by Customer ("Unavailable")}) / \text{total minutes in a calendar month}) \times 100$.

(3) “Excused Downtime” means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Cloud Service is not Available due to circumstances beyond BeyondTrust’s control, including without limitation modifications of the Cloud Service by any person other than BeyondTrust or a person acting at BeyondTrust’s direction, a Force Majeure Event, general Internet outages, failure of Customer’s infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Cloud Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

(4) “Maintenance Time” means the time the Cloud Service is not Available due to service maintenance.

(5) “Availability SLA” means the percentage of total time during which Customer’s production instances of the Cloud Service are Available during a calendar month, excluding Excused Downtime as determined using BeyondTrust’s monitoring tools. BeyondTrust’s Availability SLA shall be **ninety-nine and nine-tenths percent (99.9%)** during a calendar month.

BeyondTrust may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall BeyondTrust make any changes that will adversely impact or degrade the safeguards and/or technical, physical and organizational precautions undertaken by BeyondTrust without the Customer’s prior written approval. When BeyondTrust makes changes hereto which do not degrade the safeguards and/or precautions undertaken by BeyondTrust, BeyondTrust will provide prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the applicable BeyondTrust products or services or by sending Customer an email.



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