ARYAKA SERVICE LEVEL AGREEMENT ("SLA")

Aryaka provides this SLA subject to the Aryaka Networks, Inc. Master Subscription Agreement (the "Agreement") and the terms set forth herein. Aryaka has the right to update the SLA from time to time without notice. The most current version of the SLA is set forth at https://www.aryaka.com/aryaka-service-level-agreement. Capitalized terms used in this SLA but not defined herein shall have the same meanings as set forth in the Agreement.

New Service Offerings Effective February 2025 have been added throughout this document. For details on the new service offerings please refer to the Service descriptions at https://www.aryaka.com/services-terms/.

Definitions

1.   "ANAP" means Aryaka Network Access Point hardware.

2.   "Claim" means a claim submitted by Customer to Aryaka pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.

3.   "Customer" means the organization that has entered into an Agreement under which it has purchased and deployed Services.

4.   "Customer Support" means the services by which Aryaka may aid Customer to resolve issues with the Services.

5.   "DIA" means Dedicated Internet Access.

6.   "Dual ISP" means two last mile links from two separate ISPs connected to an ANAP over two separate physical paths. Two links from the same ISP shall not be considered a Dual ISP.

7.   "Enterprise LMC Services" shall include: Dedicated Internet Access (DIA), Ethernet Virtual Private Line (EVPL or P2P).

8.   "ICMP" means Internet Control Message Protocol.

9.   "Incident" means any set of circumstances resulting in a failure to meet a Service Level; provided, however, if service failure or delay occurs across multiple sites due to the same cause or event, it shall be considered one incident and not multiple incidents.

10.   "IP" means Internet Protocol.

11.   "Internet Service Provider" ("ISP") means any 3rd party carrier providing a Link to the Customer site.

12.   "Aryaka Private Core" implies the core network used to interconnect Aryaka POPs using links sourced from Service Providers.

13.   "Last Mile Circuit" ("LMC") means the physical link (wired or wireless) that is used to connect Customer's premise to the closest Aryaka POP as further described under the Services Description and Terms available at www.aryaka.com/services-terms/.

14.   "Link" means the pair of sites connected using the Services.

15.   "Link Service Fee" means, for a specific Link at a specific site, the total of the monthly fees for the Impacted Services that are attributable to the Link. The Link Service Fee is calculated by dividing the monthly fees for the Impacted Services for the site by the total number of remote sites connecting to that specific site. (Link Service Fees = Monthly Recurring Charge ("MRC") for the Impacted Services for the site/total number of remote sites connected to the site.

16.   "MTTR" means Mean Time to Repair.

17.   "Network Optimization" means Aryaka initiated strategic resourcing activities of Links, which Aryaka, at its sole discretion, deems appropriate to support ongoing performance, responsiveness and quality consistent with this SLA.

18.   "Packet Loss" (PL) means the percentage of IP packets lost in a round-trip journey for the probe over the route path and are calculated as the average of the results collected every 5 minutes throughout the month.

19.   "POP" means point of presence.

20.   "Scheduled Maintenance" means a scheduled maintenance window, of which Customer will be advised forty-eight (48) hours in advance.

21.   "Service" or "Services" means the Aryaka services provided to Customer pursuant to the Agreement.

22.   "Service Credits" means credits against future payments of fees otherwise due from Customer for the Service with respect to which a Service Level failure occurred.

23.   "Service Level" means standards Aryaka chooses to adhere to and by which it measures the level of service it provides, as specifically set forth in this SLA.

24.   "Small & Medium Business" ("SMB") LMC Services" shall include: Broadband, DSL, wireless service (4G/5G/LTE) and any future LMC link technology not explicitly included in Enterprise LMC Services.

25.   "WAN" means Wide Area Network.

Service Credit Claims

Aryaka provides this SLA subject to the following terms:

1.   Claims must be submitted by Customer-to-Customer Support by the end of the billing month directly following the billing month in which the Incident, which is the subject of a Claim, occurs.

2.   Customer must provide to Customer Support all reasonable details regarding the Claim and Incident, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, tickets raised with Customer Support and any attempts made by Customer to resolve the Incident (any confidential or sensitive information should be removed or replaced with asterisks).

3.   If a Service Level failure pertaining to the Incident reported on the Claim that would result in Customer being entitled to a Service Credit pursuant to this SLA is confirmed by Aryaka, then Aryaka will issue the applicable Service Credit to Customer within one billing cycle following the month in which the Claim is confirmed by Aryaka. Customer's failure to submit the Claim or provide the other information as required above will disqualify Customer from receiving a Service Credit.

4.   Aryaka will apply any Service Credits only against future payments of fees otherwise due from Customer for the Service with respect to which the Service Level failure occurred. Service Credits will not entitle Customer to any refund or other payment from Aryaka. Service Credits may not be transferred or applied to any other account. Service Credits are Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure of Aryaka to provide the Services in accordance with the terms of this SLA.

5.   The Service Credits awarded in any billing month shall not, under any circumstance, exceed 25% of the impacted site/service Customer's monthly fees. This limitation is in addition to any limitations applicable to specific Service Levels, as described in this SLA.

1.   Tunnel-Down-Notification-Response-Service Level

Applicable to the following Services:
SmartConnect-InternetVPN, Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

> *Service Level Target:*
>
>> Aryaka will inform Customer by email within 30 minutes of Aryaka detecting that the Tunnel is Down (as used in this SLA "Down" means not operating).
>>
>>> **Tunnel means**:
>>> a.   The site-to-site Tunnel over the Internet between two ANAPs for a site pair;
>>> b.   An Azure virtual WAN Tunnel between an ANAP and an Azure hub; or
>>> c.   A cloud security Tunnel between an ANAP and a third-party cloud gateway (*i.e*., Zscaler, Palo Alto).
>
> *Measurement:*
>
>> Aryaka will monitor the Tunnel and report the Tunnel status every minute. The Tunnel is considered Down if the loss exceeds a certain threshold determined by Aryaka. The measurements are done using (but not restricted to) ICMP pings.
>
> *Service Credit:*
>
>> If, for a given site, Aryaka fails to meet the Tunnel Down-Notification-Response-Service Level more than three (3) times in the same month, Customer is eligible for a Service Credit of 10% of the impacted sites' monthly service fees for the specific Service for the applicable month.

2.   End-to-End-Uptime-Service Level

Applicable to sites that have ALL of the following Services:

SmartConnect-PrivateCore-SBW or SmartConnect-EZ-SiteLicense, SmartConnect-ANAP-HA, SmartConnectLastMileService with Dual ISP, Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

Service Level Target:

Uptime of 99.99% for site pairs with ANAP HA and Dual ISP using the Last Mile Service at both sites in the site pair.

Measurement:

Aryaka will do a 64-byte ping every second between the ANAP deployed at the Customer site and the nearest POP connected to it.

Aryaka will do a 64-byte ping every second between the POPs to which Customer sites are connected.

End-to-end packet loss is the sum of the loss on individual segments. End-to-end packet loss is measured on one-minute interval.

The Service will be marked as Down for every one-minute interval where the end-to-end packet loss exceeds 50%.

Monthly minutes are calculated based on the actual number of monthly minutes.

Service Credit:

If the Service is Down for more than 30 minutes in a month, Customer is eligible for a Service Credit based on the duration for which the Service is Down, as follows:

Down Time in a month	Service Credit
30 min < Down Time <= 60 min	5% of Link Service Fees for the applicable month
60 min < Down Time <= 120 min	10% of Link Service Fees for the applicable month
120 min < Down Time	20% of Link Service Fees for the applicable month

3.   PrivateCore-Uptime-Service Level

Applicable to the following Services:

SmartConnect-PrivateCore-SBW, SmartCloud-PrivateCore-SBW, SmartSecure-Secure-Remote-Access SBW-Worldwide, Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

Service Level Target:

Uptime of 99.999%

Monitored every minute

Measured on a monthly basis

Aryaka POP to POP measurement for each site pair

Measurement:

Aryaka will do a 64-byte ping every second between the POPs to which Customer sites are connected. The Packet Loss for every one-minute interval is calculated by dividing the number of failed ping measurements by the total number of ping measurements done in that minute. The link between a POP pair is considered Down if the Packet Loss exceeds 50%. Down Time is the number of minutes in a month that the Link is Down.

Service Credit:

If the Link is Down for more than five minutes in a month, Customer is eligible for a Service Credit based on the period for which the Link is Down, as follows:

Down Time in a month	Service Credit
5 min < Down Time <= 60 min	5% of Link Service Fees for the applicable month
60 min < Down Time <= 120 min	10% of Link Service Fees for the applicable month
120 min < Down Time	20% of Link Service Fees for the applicable month

4. PrivateCore-PktLoss-Service Level

Applicable to the following Services:

SmartConnect-PrivateCore-SBW, SmartCloud-PrivateCore-SBW, SmartSecure-Secure-Remote-Access SBW-Worldwide, Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

> *Service Level Target:*
>
>> Packet Loss of less than 0.1%
>>
>> Monitored every minute
>>
>> Measured on a monthly basis
>>
>> Aryaka POP to POP measurement for each site pair
>
> *Measurement:*
>
>> Aryaka will do a 64-byte ping every second between the POPs to which Customer sites are connected. The Packet Loss for every one-minute interval is calculated by dividing the number of failed ping measurements by the total number of ping measurements done in that minute. Packet Loss for the month is calculated by taking the average of the Packet Loss for each minute.
>
> *Service Credit:*
>
>> If the average packet loss for a month exceeds 0.1%, Customer is eligible for a Service Credit of 10% of the Link Service Fees for the applicable month.

5. PrivateCore-Latency-Service Level

Applicable to the following Services:

SmartConnect-PrivateCore-SBW, SmartCloud-PrivateCore-SBW, SmartSecure-Secure-Remote-Access SBW-Worldwide, Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

> *Service Level Target:*
>
>> Latency exceeds the specified threshold
>>
>> Monitored every minute
>>
>> Measured on a monthly basis
>>
>> Aryaka POP to POP measurement for each site pair
>
> *Measurement:*
>
>> Aryaka will do a 64-byte ping every second between the POPs to which Customer sites are connected. The Latency for a month is calculated as the standard deviation in the latency reported by successful ping measurements in that month.
>
> *Service Credit:*
>
>> If Monthly Latency value for a POP pair exceeds the values specified in the matrix (Appendix-A), Customer is eligible for a Service Credit of 10% of the Link Service Fees for the applicable month.

6. PrivateCore-Jitter-Service Level

Applicable to the following Services:

SmartConnect-PrivateCore-SBW, SmartCloud-PrivateCore-SBW, SmartSecure-Secure-Remote-Access SBW-Worldwide, Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

> *Service Level Target:*
>
>> Jitter exceeds the specified threshold
>>
>> Monitored every minute
>>
>> Measured on a monthly basis
>>
>> Aryaka POP to POP measurement for each site pair

Measurement:

Aryaka will do a 64-byte ping every second between the POPs to which Customer sites are connected. The Jitter for a month is calculated as the standard deviation in the latency reported by successful ping measurements in that month.

Service Credit:

If the Monthly Jitter value for a POP pair exceeds the values specified in the matrix (Appendix-B), Customer is eligible for a Service Credit of 10% of the Link Service Fees for the applicable month.

7. L3EnhancedCore-Uptime-Service Level

Applicable to the following Service:

SmartConnect-EZ-SiteLicense

Service Level Target:

Uptime of 99.99%

Monitored every minute

Measured on a monthly basis

Aryaka POP to POP measurement for each site pair over L3Enhanced Core

Measurement:

Aryaka will do a 64-byte ping every second between the POPs over L3Enhanced Core to which Customer sites are connected. The Packet Loss for every one-minute interval is calculated by dividing the number of failed ping measurements by the total number of ping measurements done in that minute. The link between a POP pair is considered Down if the Packet Loss exceeds 50%. Down Time is the number of minutes in a month that the Link is Down.

Service Credit:

If the Link is Down for more than Thirty minutes in a month, Customer is eligible for a Service Credit based on the duration for which the Link is Down, as follows:

Down Time in a month	Service Credit
30 min < Down Time <= 300 min	5% of Link Service Fees for the applicable month
300 min < Down Time <= 600 min	10% of Link Service Fees for the applicable month
600 min < Down Time	20% of Link Service Fees for the applicable month

8. ANAP-HighAvailability-Service Level

Applicable to the following Service:

SmartConnect-ANAP-HA and all ANAP HA SKUs tied to the following new service offerings: Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

Service Level Target:

Failover to the Standby ANAP in less than 5 minutes.

Measurement:

Aryaka will count the number of minutes it takes for the Standby ANAP to take over the role of an Active ANAP after the failure of an Active ANAP.

Service Credit:

If the Standby ANAP takes more than 5 minutes to assume the role of an Active ANAP after the failure of an Active ANAP, Customer is eligible for a Service Credit of 10% of the Site's ANAP-HA Service Fees for each Incident. The Service Credit is limited to one Incident per day.

9. SmartConnect-POP-HighAvailability-Service Level

Applicable to the following Service:

SmartConnect-POP-HA and all POP HA SKUs tied to the following new service offerings:

Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

Service Level Target:

Failover to the Standby Site in less than 5 minutes.

Measurement:

Aryaka will count the number of minutes it takes for the Standby Site to take over the role of an Active Site after the failure of an Active Site.

Service Credit:

If the Standby Site takes more than 5 minutes to assume the role of an Active Site after the failure of an Active Site, Customer is eligible for a Service Credit of 10% of the Site's POP-HA Service Fees for each Incident. The Service Credit is limited to one Incident per day.

10. Hosted-Firewall-Service Uptime Service Level

Applicable to the following Service:

SmartSecure-Hosted-Firewall-Service and all Hosted Firewall SKUs that are part of the following new service offerings: Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service:

Service Level Target:

Uptime of 99.99%.

Measurement:

The Service is considered available Down if Aryaka's monitoring system detects that the VM is Down. Aryaka will monitor the VM status and not the guest OS running in the VM.

Service Credit:

If the VM is Down for more than 5 minutes in a month, Customer is eligible for a Service Credit based on the duration for which the VM is Down, as follows:

Down Time in a month	Service Credit
5 min < Down Time <= 60 min	5% of Hosted VM Service Fees for the applicable month
60 min < Down Time <= 120 min	10% of Hosted VM Service Fees for the applicable month
120 min < Down Time	20% of Hosted VM Service Fees for the applicable month

11. Managed-Firewall-Service Service Level

Applicable to the following Service:

SmartSecure-Managed-Firewall-Service and all Managed Firewall SKUs that are part of the following new service offerings: Aryaka SDWAN Service, Aryaka UnifiedSASE Service and Aryaka AdvancedSecurity Service.

Service Level Target:

Measured as response times

Measured on a monthly basis

Dependent upon the support procured by Customer from the Firewall Vendor and the Firewall Vendor's provision of the support.

Violation:

For a given service, if response time for SLA is not met for more than 3 times in a month, there is an SLA violation.

Service Credit:

For a given Service, if Aryaka fails to meet any response time Service Level more than 3 times in a month, Customer is eligible for a Service Credit of 10% of the Site's MFS fee for the applicable month (Site-MFSFees x 10%).

12. SmartCDN & Secure Remote Access Service Level

Applicable to the following Service:

SmartCDN

Service Level Target:

99.99% uptime *Measurement:*

Aryaka will send probes every 1 minute from all the edge locations, testing the origin and Aryaka path. A specific edge probe is said to have failed if the origin probe succeeds and the edge probe fails for three consecutive measurements. The service is considered Down if more than 50% of the edge probes fail.

Service Credit:

If the Service is Down for more than 5 minutes in a month, Customer is eligible for a Service Credit based on the duration for which the Service is Down, as follows:

Down Time in a month	Service Credit
5 min < Down Time <= 60 min	5% of the Domain Service Fees for the applicable month
60 min < Down Time <= 120 min	10% of the Domain Service Fees for the applicable month
120 min < Down Time	20% of the Domain Service Fees for the applicable month

13. SmartConnect-LastMileService Installation Service Level

Delivery timelines are defined by using the working days specified for a given region. The delivery commitment is calculated as the difference between RFS (Ready for Service) Date and the Order Form Effective Date, exclusive of any approved changes to the RFS Date.

Delivery Commitment Time = RFS Date – Order Acceptance Date

Delivery Commitment Time is not applicable and Aryaka will have no liability for any failure to meet the SmartConnect LMC Service Level, and no Service Credits will apply, to the extent the failure arises from or is caused by and of the following events:

- When there is a failure of providing space and power at the Customer's site for installing the ISP Last Mile Circuit or Aryaka-managed equipment.
- When Aryaka or its agent/sub-agent is not granted access to the site when needed.
- When Aryaka receives incorrect, incomplete or inaccurate information or instructions from Customer, to deliver the Service.
- When Aryaka or its agent/sub-agent is unable to contact the person designated as the local contact at the site (by the Customer) and that causes a delay in the delivery.
- When interruptions, service cancellations, or modifications during installation are requested by the Customer.
- When the site is not ready for installation.
- When civil works are needed to install the local tail.
- When special permits or certifications are required to access the site.
- When a site survey is required by the ISP which delays the installation.
- When a build, riser or lateral is required to reach the ISP demarcation point.
- *Force majeure* events.

Committed Delivery Time applies to Enterprise LMC Services and varies according to the region and country and conditions at the site. Delivery credits are not available for SMB LMC Services.

Region	Committed Delivery Time	Service Credit % of LMC Service MRC of Corresponding Link	Service Credit % of LMC Service MRC of Corresponding Link
	Working Days	1 to 15 working days	Beyond 15 working days
Africa	90	5%	10%
APAC	60	5%	10%
Canada	60	5%	10%
Eastern Europe	85	5%	10%
Europe	75	5%	10%
India	70	5%	10%
Italy	90	5%	10%
Japan	75	5%	10%
LATAM	90	5%	10%
Middle East	50	5%	10%
North America	75	5%	10%

- The Service Credit for delay in the Last Mile delivery date of a service unit is a percentage of the MRC. Percentage to be applied per region is indicated in the table above.

- Service Credits cannot be cumulated: Service Credits are calculated by using the Service Credit most favorable to Customer among those claimed by following the defined procedure and provided a proven and formal claim from Customer exists.

- The maximum total Service Credit available under this provision is 10% of the Link MRC.

14. NGFW-SWG-Uptime-Service Level

Applicable to the following Services:

SmartSecure-ENX-NGFW-SWG-Site, SmartSecure-ENX-NGFW-SWG-User, SmartSecure-ENX-AntiMalware-Site, SmartSecure-ENX-AntiMalware-User, SmartSecure-ENX-IPS-Site, SmartSecure-ENX-IPS-User, SmartSecure-ENX-CASBSite, SmartSecure-ENX-CASB-User, Aryaka Unified SASE-Site, Aryaka Unified SASE-User, Aryaka Advanced Security-Site and Aryaka AdvanceSecurity-User.

Service Level Target:

Uptime of 99.999%

Measurement:

Aryaka will probe NGFW-SWG service availability and functionality associated with Site or user every minute. Service is considered under violation of SLA if NGFW-SWG service is not available for 5 consecutive minutes.

Service Credit:

If the NGFW-SWG service is in violation of SLA for more than five minutes in a month, Customer is eligible for a Service Credit based on the period for which the Security service is in violation, as follows:

Down Time in a month	Service Credit

5 min < Down Time <= 60 min	5% of NGFW-SWG Service Fees for applicable site or remote users for the applicable month
60 min < Down Time <= 120 min	10% of NGFW-SWG Service Fees for applicable site or remote users for the applicable month
120 min < Down Time	20% of NGFW-SWG Service Fees for applicable site or remote users for the applicable month

15. PrivateAccess-Uptime-Service Level

Applicable to the following Services:

SmartSecure-ENX-PrivateAccess and Aryaka Remote User (new service offering effective February 2025)

Service Level Target:

Uptime of 99.999%

Measurement:

Aryaka will probe PrivateAccess gateway every minute. If the probe fails to detect PrivateAccess gateway availability for 5 consecutive minutes, PrivateAccess gateway is declared as unavailable. If 50% of the gateways are not available for the users at any time, then PrivateAccess service is declared as unavailable and in violation of SLA.

Service Credit:

If the PrivateAccess service is Down for users for more than five minutes in a month, Customer is eligible for a Service Credit based on the period for which the PrivateAccess service is Down, as follows:

Down Time in a month	Service Credit
5 min < Down Time <= 60 min	5% of PrivateAccess Service Fees for the applicable month
60 min < Down Time <= 120 min	10% of PrivateAccess Service Fees for the applicable month
120 min < Down Time	20% of PrivateAccess Service Fees for the applicable month

16. Internet-Breakout-Service Level

Applicable to the following Services:

SmartSecure-ENX-NGFW-SWG-Site, SmartSecure-ENX-NGFW-SWG-User, SmartSecure-ENX-CASB-Site, SmartSecure-ENXCASB-User, Aryaka Unified SASE-Site, Aryaka Unified SASE-User, Aryaka Advanced Security-Site and Aryaka AdvanceSecurity-User.

This SLA is applicable only when Internet breakout is happening at the POP.

Service Level Target:

Uptime of 99.999%

Measurement:

1. Aryaka will probe Internet breakout functionality from the POP that have Internet breakout from POP enabled.
2. 64-byte ping every second to three different predetermined locations on the Internet.
3. Measure both latency and loss over one minute interval across all samples.
4. Internet breakout Service is considered under violation:
   a. if loss is greater than 5% for five consecutive minutes for all three measurement locations OR
   b. if the latency exceeds the 24-hour running average by 25% for five consecutive minutes for all three measurement locations.

Service Credit:

If the Internet breakout service is in violation for site or users for more than five minutes in a month, Customer is eligible for a Service Credit based on the period for which the Internet breakout service in violation of SLA, as below:

Down Time in a month	Service Credit
5 min < Down Time <= 60 min	5% of Service Fees for applicable site or users for the applicable month
60 min < Down Time <= 120 min	10% of Service Fees for applicable site or users for the applicable month
120 min < Down Time	20% Service Fees for applicable site or users for the applicable month

17. SmartConnect-LastMileService Service Level

Applicable to the following Service:

SmartConnect-LastMileManagement

Service Level Target:

Service Availability for Last Mile defines the percentage of time in a month in which the site is able to reach the Internet breakout point.

Offered for circuits procured from Aryaka only, which includes an ANAP at Customer site.

Measurement:

Aryaka will do a 64-byte ping every second between the ANAPs that are the termination points for the Customer's connectivity. Site is considered Down when the links, in aggregate, show more than 50% loss of traffic during a measured minute.

Dependencies:

Target availability for Last Mile depends on the geographic location and the topology of a site. For general purposes, 5 different Class of Locations have been established, with the targets in the following table:

Dual Access Topology	Class A	Class B	Class C	Class D	Reasonable Endeavor (RE)
Dual Access Primary – Enterprise LMC Service Secondary – Enterprise LMC with ANAP-HA and POP-HA Service from different carrier and different building entrance	99.999%				
Monthly Permissible Downtime	1 Min.				
Dual Access Primary – Enterprise LMC Service Secondary – Enterprise LMC Service from different carrier and different building entrance	99.99%*			99.90%	
Monthly Permissible Downtime	4 Min. 19 Sec.			43 Min. 12 Sec.	
Dual Access Primary – Enterprise LMC Service Secondary – SMB LMC Service	99.95%			99.80%	
Monthly Permissible Downtime	21 Min. 36 Sec.			1 Hr. 26 Min. 24 Sec.	

Single Access Technology	Class A	Class B	Class C	Class D	Reasonable Endeavor (RE)
Single Access Enterprise LMC Service	99.60%	99.40%	99.20%	99.00%	RE
Monthly Permissible Downtime	2 Hrs .2 Min. 48 Sec.	4 Hrs. 19 Min. 12 Sec.	5 Hrs. 45 Min. 36 Sec.	7 Hrs. 12 Min.	NA
Single Access SMB LMC service	RE				

* In case of ANAP failover or POP failover, failover time is not considered in calculating LMC service downtime.

Regions falling under Class A, Class B, Class C, Class D and RE

Class A	Class B	Class C	Class D	RE
All of UK	Albania	Australia (Other)	Azerbaijan	Angola
Australia (Sydney, Perth, Adelaide, Brisbane)	Austria	Bahrain	Bangladesh	Cameroon
Belgium	Belarus	Bermuda	Belarus	Cotes du Voi
Czech Republic	Bosnia	Canada	Brunei	Egypt
Denmark	Bulgaria	Channel Isles	Cambodia	Ghana
France	China (Beijing, Shanghai, Guangzhou, Shen Zhen)	China (Other)	Indonesia(Other)	Iran
Hong Kong	Croatia	Estonia	Isle of Man	Jordan
Hungary	Cyprus	Malaysia (Other)	Kazakhstan	Kenya
Japan	Finland	Norway	Laos	Kuwait
Luxembourg	Georgia	Thailand (Other)	Latvia	Kyrgyzstan
Netherlands	Germany	Vietnam (Other)	Mongolia	Madagascar
Singapore	Greece		Myanmar	Mauritius
South Korea (Seoul and Bussan)	India		New Caledonia	Mozambique
Switzerland	Indonesia (Jakarta)		New Zealand (Other)	Nigeria
Taiwan	Italy		Pakistan	Oman
	Lithuania		Papua New Guinea	Qatar
	Macedonia		Russia (Other)	Saudi Arabia
	Malaysia(KL)		South Africa	Senegal
	Moldova		South Korea (Other)	Tanzania
	Montenegro		Sri Lanka	Turks & Caicos
	New Zealand (Auckland)		UAE	
	Philippines		Ukraine	
	Portugal		Uzbekistan	
	Romania			
	Russia (Moscow)			
	Serbia			
	Slovakia			
	Slovenia			
	Sweden			
	Thailand			
	Turkey			
	Ukraine			
	USA			
	Vietnam (Ho Chi Minh and Honai)			

Service Credits:

If the site availability, in the relevant monthly measurement period, falls below the applicable target due to Last Mile failure, the Customer will be entitled to claim the following Service Credits for Last Mile as per topology type:

1. Dual Access topology below target will qualify for a Service Credit of 10% of MRC.

2. Single Access topology below target will qualify for a Service Credit of 5% of MRC.

   ▪ Service Credits for Last Mile unavailability apply if the target site availability figures fall below the applicable target (due to a Last Mile link failure), during the monthly measurement period, against the fault tickets raised by the Customer/reported by Aryaka.

   ▪ Service Credits are applicable on Last Mile MRC of corresponding site.

Service Credit Calculation:

Service availability at the service demarcation point for each Customer site will be calculated as follows:

$$P = \frac{A-B}{A} \times 100$$

P = Percentage availability

A.= Number of minutes in the measurement period.

B.= Number of qualified outage hours/ minutes from the time Aryaka receives notification (either from the Customer or alerted by an alarm from the Aryaka monitoring platform), until the time it is resolved.

18. Last Mile Service Level: MTTR (Mean Time to Resolve) Service Level

Applicable to the following Service:

SmartConnect-LastMileManagement

Service Level Target:

Calculated on a monthly basis.

MTTR for Last Mile will be measured as the length of time taken by Aryaka to resolve a fault. Calculation is the number of whole hours from the time a trouble ticket is opened and to the time taken to resolve the fault.

Measurement:

Aryaka will do a 64 byte ping every second between the ANAPs and the nearest Aryaka POP.

Measurement period is per trouble-ticket against the fault tickets raised by the Customer/reported by Aryaka for DIA Links.

Dependencies:

The Service Level Target for Last Mile depends on the geographic location and the site conditions topology. For general purposes, 5 different Class of Locations have been established, with the following targets:

Target:

Class A	Class B	Class C	Class D	RE
4 Hrs.	6 Hrs.	12 Hrs.	24 Hrs.	Reasonable Endeavour

Service Credits:

Number of Hours beyond the relevant target time scale that the fault remains unsolved	Access Type	
	Single Access	Dual Access
Between 1 to 8 Hours	10.00%	10.00%
More than 8 Hours	20.00%	20.00%

Service Credits are applicable on LMC Link MRC.

Packet Loss:

Packet Loss (PL) is defined as the percentage of IP packets lost in a round-trip journey for the probe over the route path and are calculated as the average of the results collected every 5 minutes throughout the month.

Packet Loss Service Credits:

Packet Drop Percentage within a given month	Credits in terms of MRC of Last Mile for applicable month
- > 20%	- 5.00%

Packet Loss Service Credits are applicable on Last Mile DIA Link MRC.

Measurement of packet loss for DIA Link is, one ping packet per second from POP to Aryaka CPE/ANAP, averaged to 5 minutes.

Last Mile Management - Service Assurance Service Level

Priority	Scenario	Provider/Customer Notification via email (Minutes)	Provider Phone Escalation (Minutes)	Customer Updates (Hours)	RCA/RFO (Days)
P1	• Circuit Hard Down (Primary/Secondary)	15	60	1	7
P2	• Path Packet loss more than 40%	15	120	2	7
P3	• Packet Loss of 10% to 39%	30	240	4	10
P4	• Queries • Primary/Secondary path Latency	60	480	8	10

Priority Matrix Incident Management - Definition:

Priority	Managed Last Mile Service	Core Services	Managed Firewall Service
P1	Circuit Hard Down (Primary/Secondary)	Network Down. Inability to conduct business from one or more sites (Except Last Mile issues).	An existing network or environment is Down or there is a critical impact to Customer's business operation.
P2	Packet Loss more than 20%	Business operations are highly impacted but there is the ability to maintain business level operations & Customer reported issues; not queries/service requests.	Operation of an existing network or environment is severely degraded or significant aspects of Customer's business operation are negatively impacted by inadequate performance of products.
P3	Packet Loss 10% to 19%, Latency, Spikes	No visible impact in the Services offered	Operational performance of the network or environment is impaired, although most business operations remain functional.
P4	Primary/Secondary Latency	All cosmetic bugs (Example: My Aryaka graphs not visible, showing incorrect values).	Information is required on product capabilities, installation, or configuration. There is little or no impact to the Customer's business operation.

Service Level Incident Management:

Priority	Monitoring	Phone Response	Technical Response
P1	Initial Response Time (IRT): Active Alert: Owned/Acknowledged within 10 minutes: Priority P1 & P2 will be followed up with a phone call after investigation has confirmed an incident exists.	Call Response Time: Immediate Average Speed to Answer (ASA): <20 seconds Email Response Time: Within 1 hour.	30 Minutes
P2			1 Hour
P3			1 Business Day
P4			3 Business Days

Service Level Change Management:

Change Category	Change Description	Required Lead Time	Execution
Emergency	Any break fix changes which involves an incident impact of multiple customers or sites.	1 hour - Change details sent to Customer for review/approval/schedule.	Immediate or as approved by Customer.
Expedited	Any normal changes which have high urgency to implement (At Customer's risk)	4 hour - Change details sent to Customer for review/approval/schedule.	
Normal	All planned changes with CAB Review	3 Business Days	Scheduled after the following Friday
Standard	Changes with low risk and low impact	5 Business Days	

Exclusions

General SLA Exclusions:

In addition to any exclusions set forth elsewhere in this SLA with respect to specific Service Levels, this SLA and the Service Levels do not apply to and Aryaka will have no liability for Service Credits for any performance, availability or functionality issues to the extent arising from or caused by any of the following:

1. Scheduled or emergency maintenance.

2. Problems attributable to Customer's edge link issues.

3. ANAP hardware failure where the Customer has not elected to include a redundant ANAP as part of the Services.

4. Missing or incorrect configuration in the Customer's network or incorrect information entered into the *MyAryaka* portal by the Customer.

5. Customer's or a third party's hardware, software or other technology.

6. Actions or inactions of Customer or third parties.

7. Customer's use of a Service after Aryaka advised Customer to modify its use of the Service if Customer did not modify its use as advised.

8. During beta, pilot and trial Services (as determined by Aryaka).

9. Acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Services by means of Customer's passwords or equipment.

10. Aryaka's suspension or termination of Customer's right to use the Services in accordance with the Agreement.

11. Any circumstances or factors beyond Aryaka's reasonable control (including *Force Majeure*).

LMC Specific Exclusions:

In addition to any exclusions set forth elsewhere in this SLA, including the General SLA Exclusions, Aryaka will have no liability for any failure to meet the SmartConnect-LastMileService Service Level, and no Service Credits will apply, to the extent the failure arises from or is caused by any of the following:

1. A fault or any other problem that arises with non-Aryaka supplied power or non-maintained internal wiring or any other telecommunication equipment not operated by Aryaka or Aryaka managed vendors.

2. The Customer not performing or a delay in performing any of the Customer responsibilities.

3. Customer requesting that Aryaka modify the Service at the Customer site or test one although no fault has been detected or reported in accordance with the terms of the Agreement.

4. Interruptions or Service degradation caused by the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Services by means of Customer's passwords or equipment.

5. Loss of power at Customer site.

6. Refusal by Customer to cooperate with Network Optimization activities designed to optimize link performance. Legacy links in place after a Network Optimization refusal shall be excluded from all SLAs.

Core SLA Mapping List

Edit

	maa1	ash1	LHR1	DFW1	BLR1	sjc3	ORD1	bom2	TLV1	FRA1	syd1	sin1	DEL2	GRU1	ica1	jnb1	art1	lax1	mia1	dxb1	ams1	pek3	TPE1	SEA1	YTO1	ewr1	PEK4	SHA4	szx2	DUB1	CDG1	SZX3	sha1	DEN1	ATL1	ARN1	MAD1	SCL1	MEL1	HKG1	SGN1	
maa1	-	258	180	324	43	270	282	70	155	192	175	77	80	432	162	194	142	276	282	34	185	127	130	283	276	264	138	129	39	174	170	103	138	292	283	188	188	388	148	112	138	maa1
ash1	258	-	115	70	252	115	60	228	170	130	247	318	258	178	252	282	201	110	70	258	125	275	246	110	60	50	267	243	273	115	112	259	223	67	53	128	128	195	251	276	319	ash1
LHR1	180	115	-	150	170	194	135	160	95	58	330	205	175	252	270	198	306	182	145	180	50	202	234	188	138	125	174	223	219	41	37	234	215	141	127	54	54	235	288	204	247	LHR1
DFW1	324	70	150	-	330	85	65	264	138	165	205	276	288	173	216	318	173	75	70	234	155	285	210	101	91	76	256	228	257	148	141	223	209	51	78	157	157	163	214	234	277	DFW1
BLR1	49	252	170	330	-	276	276	60	145	190	180	82	95	414	170	186	173	288	282	90	185	134	145	300	264	254	143	135	105	169	166	109	143	298	270	190	182	333	163	118	144	BLR1
sjc3	270	115	194	85	276	-	35	300	264	204	188	231	318	218	170	378	137	50	115	354	187	244	175	58	107	118	215	167	216	173	185	203	164	57	114	187	200	151	137	210	253	sjc3
ORD1	282	60	135	65	276	95	-	252	190	150	237	312	276	186	222	306	190	105	95	282	150	296	213	90	54	65	267	239	268	129	125	246	214	53	62	142	142	183	246	264	307	ORD1
bom2	70	228	160	264	60	300	252	-	131	170	198	100	64	390	187	176	189	306	258	70	165	155	160	318	246	234	164	156	126	157	153	129	164	318	255	170	163	374	175	135	161	bom2
TLV1	155	170	95	198	145	264	190	131	-	92	300	182	157	318	288	264	372	234	186	160	107	243	246	240	191	178	235	265	236	115	92	227	264	204	183	111	103	300	281	222	265	TLV1
FRA1	192	130	58	165	190	204	150	170	92	-	378	228	186	268	290	216	315	213	155	165	57	166	252	194	155	138	157	207	216	58	53	210	202	152	138	55	58	239	289	222	265	FRA1
syd1	175	247	330	205	180	188	237	198	300	378	-	145	199	371	227	350	228	179	240	222	357	211	186	196	254	247	219	175	161	332	328	165	203	212	251	330	310	293	44	180	211	syd1
sin1	77	318	205	276	82	231	312	100	182	228	145	-	115	432	130	232	130	240	318	131	216	96	100	282	324	331	105	96	67	234	218	70	105	253	312	217	197	349	116	77	103	sin1
DEL2	80	258	175	288	95	318	276	64	157	186	199	115	-	420	194	193	194	330	282	95	185	180	170	337	276	262	178	180	139	180	174	137	178	341	280	193	196	441	195	150	176	DEL2
GRU1	432	178	252	173	414	218	186	390	318	268	371	432	420	-	378	450	331	206	150	420	264	425	378	237	191	191	400	371	403	273	268	395	384	199	166	280	146	86	380	402	445	GRU1
ica1	162	252	270	216	170	170	222	187	288	290	227	130	194	378	-	337	80	175	246	210	282	117	116	190	228	247	125	94	87	275	306	87	90	138	267	320	300	310	205	35	121	ica1
jnb1	194	282	198	318	186	378	306	176	264	216	350	232	193	450	337	-	337	354	312	200	198	278	302	366	300	283	287	279	249	217	198	242	284	330	304	217	224	425	296	276	319	jnb1
art1	142	201	306	173	173	137	190	189	372	315	228	130	194	331	80	337	-	145	204	210	305	118	77	151	192	206	90	61	91	238	302	85	58	163	229	313	328	272	183	95	121	art1
lax1	276	110	182	75	288	50	105	306	234	213	179	240	330	206	175	354	145	-	105	348	202	254	192	68	115	109	225	177	227	176	166	192	177	71	103	202	182	138	181	198	241	lax1
mia1	282	70	145	70	282	115	35	258	186	155	240	318	282	150	246	312	240	105	-	288	150	316	246	130	90	72	287	258	287	141	137	259	250	82	47	153	153	197	243	276	319	mia1
dxb1	34	258	180	294	90	354	282	70	160	165	222	131	95	420	210	200	210	348	288	-	182	202	187	343	288	274	210	202	152	170	167	158	196	283	265	183	230	373	205	165	193	dxb1
ams1	185	125	50	155	185	187	150	165	107	57	357	216	185	264	282	198	305	202	150	182	-	171	240	184	145	130	163	213	224	46	45	242	208	146	132	43	61	243	236	222	265	ams1
pek3	127	275	202	285	134	244	296	155	243	166	211	96	180	425	117	278	118	254	316	202	171	-	87	261	310	264	107	99	69	209	186	71	52	217	287	187	194	327	189	63	99	pek3
TPE1	130	246	234	210	145	175	213	160	246	252	186	100	170	378	116	302	77	192	246	187	240	87	-	188	232	253	96	87	57	245	270	57	91	196	300	285	334	342	172	65	31	TPE1
SEA1	289	110	188	101	300	58	90	318	240	194	196	282	337	237	130	366	151	68	130	343	194	261	188	-	106	116	233	204	233	201	175	226	182	76	110	209	191	167	215	234	277	SEA1
YTO1	276	60	138	91	264	107	54	246	191	155	254	324	276	191	228	300	192	115	90	288	145	310	232	106	-	71	281	252	282	140	136	263	230	67	76	152	152	200	276	283	326	YTO1
ewr1	264	50	125	76	254	118	65	234	178	138	247	331	262	191	247	289	206	103	72	274	130	264	253	116	71	-	257	257	286	120	119	268	235	69	46	134	134	203	254	283	326	ewr1
PEK4	138	267	174	256	143	215	267	164	235	157	219	105	178	400	125	287	90	225	287	210	163	107	96	233	281	257	-	59	68	208	174	85	117	228	271	173	177	336	202	73	109	PEK4
SHA4	129	249	223	228	135	167	239	156	265	207	175	36	180	371	94	279	61	177	258	202	213	99	87	204	252	257	59	-	61	237	209	72	85	193	268	213	218	307	136	66	102	SHA4
szx2	99	279	219	257	105	216	268	126	236	216	161	67	139	403	87	249	91	227	287	152	224	69	57	233	282	286	68	61	-	229	254	41	77	242	283	217	248	323	160	35	71	szx2
DUB1	174	115	41	148	169	173	129	157	115	58	332	234	180	273	275	217	298	176	141	170	46	209	245	201	140	120	208	237	229	-	48	247	227	152	137	78	64	247	301	224	252	DUB1
CDG1	170	112	37	141	166	185	125	153	92	53	328	218	174	268	306	198	302	166	137	167	45	186	270	175	136	119	174	209	254	48	-	226	212	148	134	64	47	226	279	244	287	CDG1
SZX3	103	259	234	223	103	203	246	129	227	210	165	70	137	395	87	242	85	132	253	158	242	71	57	226	263	268	85	72	41	247	226	-	65	233	279	263	244	321	155	35	71	SZX3
sha1	138	229	215	203	143	164	214	164	264	202	203	105	178	384	90	284	58	177	250	196	208	52	91	182	230	235	117	85	77	227	212	65	-	191	262	211	218	303	189	63	105	sha1
DEN1	232	67	141	51	238	57	53	318	204	152	212	253	341	199	198	330	163	71	82	283	146	217	136	76	67	63	228	193	242	152	148	233	191	-	86	165	165	178	230	234	277	DEN1
ATL1	283	53	127	78	270	114	62	255	183	138	251	312	280	166	267	304	229	103	47	265	132	287	300	110	76	46	271	268	283	137	134	279	262	86	-	157	150	179	232	274	316	ATL1
ARN1	188	128	54	157	190	187	142	170	111	55	330	217	193	280	320	217	313	202	153	183	49	187	285	209	152	134	173	213	217	78	64	263	211	165	157	-	80	267	319	259	302	ARN1
MAD1	188	128	54	157	182	200	142	169	103	58	310	197	196	146	300	224	328	182	153	230	61	194	334	191	152	134	177	218	248	64	47	244	218	165	150	80	-	206	239	239	282	MAD1
SCL1	283	195	235	163	393	151	183	374	300	239	293	349	441	86	310	425	272	138	197	373	243	327	342	167	200	203	336	307	323	247	226	321	303	178	179	267	206	-	309	315	358	SCL1
MEL1	148	251	288	214	169	197	246	175	281	289	44	116	195	380	205	296	183	181	249	205	296	189	172	215	276	254	202	196	160	301	279	155	189	230	232	319	299	309	-	151	188	MEL1
HKG1	112	276	204	234	118	210	264	135	222	222	180	77	150	402	95	276	95	198	276	165	222	63	65	234	283	283	73	66	35	224	244	35	69	234	274	259	239	315	151	-	66	HKG1
SGN1	138	319	247	277	144	253	307	161	265	265	211	103	176	445	121	319	121	241	319	193	265	99	31	277	326	326	109	102	71	252	287	71	105	277	316	302	282	358	188	66	-	SGN1

[End of Appendix A]

Appendix-B
Jitter in Milliseconds Between Two POPs in Different Regions

The POPs in each region are as specified in the Services Description and Terms **www.aryaka.com/services-terms/**under Table 1.

Region	UCM	Europe	India	APJK**	China	S Africa	S America	Israel	Dubai	Australia
UCM*	5	10	20	20	25	20	20	10	20	20
Europe	10	5	20	20	25	15	25	10	10	20
India	20	20	10	10	25	20	25	20	10	20
APJK	20	20	10	10	20	25	25	20	20	20
China	25	25	25	20	10	25	25	25	25	25
S Africa	20	15	20	25	25	5	25	15	25	25
S America	20	25	25	25	25	25	10	25	25	25
Israel	10	10	20	20	25	15	25	5	15	20
Dubai	20	10	10	20	25	25	25	15	5	20
Australia	20	20	20	20	25	25	25	20	20	5

*UCM = United States, Canada & Mexico

*APJK   Asia Pacific, Japan & Korea

[End of Appendix B]