

SERVICE LEVEL AGREEMENT (SLA)

Aryaka provides this SLA subject to the following terms. Aryaka has the right to update these from time to time without notice. The most current version of these SLA terms is set forth at <https://www.aryaka.com/aryaka-service-level-agreement>.

1. STANDARD TERMS APPLICABLE TO ALL SERVICE LEVELS OUTLINED HEREIN:

A. DEFINITIONS

- i. "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.
- ii. "Customer" refers to the organization that has signed a services agreement ("Agreement") under which it has purchased and deployed Aryaka's Application Acceleration and WAN Optimization solution.
- iii. "Customer Support" means the services by which Aryaka may provide assistance to Customer to resolve issues with the Services.
- iv. "Incident" means any set of circumstances resulting in a failure to meet a Service Level.
- v. "Aryaka" means Aryaka Networks, Inc.
- vi. "Service" or "Services" refers to the Aryaka Application Acceleration and WAN Optimization service provided to Customer pursuant to the Agreement.
- vii. "Monthly Uptime Percentage" is the percentage of uptime per month as measured Points of Presence ("POP") to POP.
- viii. "Service Credit" is the daily service fee equivalent to 1/30th of the monthly service fee for the Service that is credited to Customer for a validated Claim.
- ix. "Service Level" means standards Aryaka chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.
- x. "Excused Outage" means a scheduled maintenance window, for which Customer will be given 48 hours' notice, or during conditions which constitute a Force Majeure, as described in the Agreement.

B. SERVICE CREDIT CLAIMS

- i. Claims must be submitted by the end of the billing month in which the Incident which is the subject of a Claim occurs.
- ii. Customer must provide to Aryaka Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, and any attempts made by Customer to resolve the Incident.

- iii. Only one (1) Claim may be submitted per 24-hour day of service, as defined by GMT midnight, regardless of the number of incidents occurring in that day.

C. SLA EXCLUSIONS

- i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 1. During an Excused Outage;
 2. Due to missing and/or incorrect configuration in the customer's network as well as incorrect information entered into the MyAryaka portal by the customer;
 3. That resulted from Customer's or third party hardware or software;
 4. That resulted from actions or inactions of Customer or third parties;
 5. Caused by Customer's use of the Service after Aryaka advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
 6. During beta, pilot and trial Services (as determined by Aryaka); Or
 7. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aryaka's Service by means of Customer's passwords or equipment.

D. SERVICE CREDITS

- i. The amount of Service Credit for each incident will be equal to 1/30th of the Customer's monthly Service fees.
- ii. Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.
- iii. The Service Credits awarded in any billing month shall not, under any circumstance, exceed Customer's monthly Service fees.
- iv. Service Credits for this SLA will only be calculated against monthly fees associated with the Aryaka Application Acceleration and WAN Optimization service. This does not include any additional recurring or one-time fees.

2. MONTHLY ARYAKA APPLICATION ACCELERATION AND WAN OPTIMIZATION SERVICE AVAILABILITY SERVICE LEVEL

- a. Aryaka will maintain a Monthly Uptime Percentage of 99.99%.
- b. Monthly Uptime Percentage will be measured between Aryaka's POP occurring at one (1) minute intervals.
- c. If Monthly Uptime Percentage falls below 99.99%, Customer is eligible to submit a Claim for the day where there was an outage.

3. CLOUD CONNECTIVITY



Aryaka's SmartConnect service provides private connections to IaaS platforms like AWS, Azure and Oracle globally. Aryaka's global network is connected to these IaaS providers using a pair of redundant private links in multiple regions of the world. This connectivity is achieved by using the providers' service like ExpressRoute for Azure, DirectConnect for AWS and FastConnect for Oracle. The following provides an SLA description around that connectivity.

Cloud Connectivity SLA

- A. Aryaka will maintain a Monthly Uptime Percentage of 99.99% on the private connections between its POPs and to the IaaS provider.

- B. If Monthly Uptime Percentage falls below 99.99%, Customer is eligible to submit a Service Level Claim for the day where there was an outage.

For Customer to be eligible for this Service Level Claim, Customer cloud locations must be connected over a private connection service supported by Aryaka. Azure-ExpressRoute, AWS-DirectConnect and Oracle-FastConnect are the only currently supported services. Aryaka is not responsible for failures which occur inside the IaaS provider network or service, and it only covers the link that connects Aryaka's network to the IaaS provider. Such Service Level Claims will be submitted pursuant to the terms set forth above in this SLA.