

**360 Fraud Protection Service Level Agreement for Mobile Threat Detection, Adaptive Authentication (Hosted), Risk Control (Hosted), Behavioral Biometrics Web and 360 Brand Guardian ("Cloud Services")**

This 360 Fraud Protection Service Level Agreement for Cloud Services (this "SLA") is subject to and incorporated into (i) the AppGate Software Schedule and AppGate Hosted Service Addendum (collectively, the "Software Schedule" and, together with all other documents governing such Software Schedule or governed by, or incorporated by reference into, such Software Schedule, the "Agreement"), or (ii) the AppGate Software-as-a-Service (SaaS) Schedule (the "SaaS Schedule" and, together with all other documents governing such SaaS Schedule or governed by, or incorporated by reference into, such SaaS Schedule, the "Agreement"), by and between the parties, and any terms not defined in this SLA shall have the meaning set forth therein. For purposes of this SLA, the term "Schedule" will mean either the Software Schedule or the SaaS Schedule, as applicable. This SLA shall be deemed an "SLA" as defined in the Schedule.

**1. Availability.**

Availability	SLA Commitment
Cloud Services Availability	99.95% Availability Percentage measured on a monthly basis

**2. SLA Credit Process.**

(a) Within 10 days of the end of the applicable month (the "SLA Notification Period"), Customer must note any failure by AppGate to meet the SLA Commitment shown in the table above (each, an "SLA Failure") and request a credit (the "SLA Credit") in writing (email suffices) to [fraud.support@appgate.com](mailto:fraud.support@appgate.com) and [legal@appgate.com](mailto:legal@appgate.com), providing appropriate supporting information. Customer waives any right to SLA Credits not requested within the SLA Notification Period.

(b) In the event AppGate confirms the SLA Failure, AppGate will issue an SLA Credit based on the actual Availability Percentage and the credit table set out in Section 3 below. All SLA Failure measurements, performance calculations and applicable SLA Credits are based on AppGate's internal monitoring equipment, records and data unless Customer can provide AppGate with clear and convincing evidence to the contrary within the applicable SLA Notification Period.

**3. SLA Credit Calculation.** All SLA Credits are based upon a monthly calculation of Availability Percentage applied to the applicable Amount Subject to Service Level Credits. The SLA Credit formulation and table are as follows:

Availability Percentage = (Scheduled Uptime Minutes - Unscheduled Outage Minutes) / Scheduled Uptime Minutes x 100%

Availability Percentage	SLA Credit Percentage
99% to <99.95%	5%
98% to <99%	10%
93% to <98%	15%
Below 93%	20%

**4. SLA Definitions.**

(a) "Amount Subject to Service Level Credits" means the monthly amount due (or the calculated pro rata equivalent) for the month for the Products / Services subject to the SLA Commitment.

(b) "Availability Percentage" means that percentage of time, measured monthly, calculated in accordance with the formula set out above.

(c) "Excluded Event" means (i) the acts or omissions of Customer or any Authorized User, (ii) a breach or default by Customer of any provision of the Agreement, including, but not limited to, any use of the Cloud Services other than in accordance with the Documentation and the Agreement, (iii) a modification to the Cloud Services made or caused by Customer or any other party acting on behalf of Customer, (iv) any data uploaded by or for Customer in the Cloud Services, (v) use of the Cloud Services in violation of applicable law, (vi) use of the Cloud Services in combination with any hardware, software, application, equipment, technology or material that was not provided by AppGate, (vii) Customer's or any Authorized User's failure to use any version of the Cloud Services for which AppGate is not obligated to provide Customer with Support, (viii) Customer's use of a version

of the Cloud Services that has a defect when a new or corrected version of the Cloud Services has been made available by AppGate to Customer, (ix) Customer's or any Authorized User's negligence or willful misconduct, (x) Force Majeure Events, (xi) any suspension of the Cloud Services pursuant to the Agreement, (xii) Customer's failure to reasonably cooperate with AppGate so that AppGate can provide the Cloud Services and/or prevent or resolve an event that would give rise to an SLA Failure, (xiii) the failure or malfunction of equipment, applications or systems not owned or controlled by AppGate, (xiv) bugs in code, hardware or services for which there is no commercially reasonable, known fix (even if there is a known workaround), (xv) any other events that are not within AppGate's direct control, (xvi) any other events that could not have been avoided by AppGate's exercising commercially reasonable care, (xvii) Emergency Maintenance, (xviii) Scheduled Maintenance (except as otherwise specified in Section 5(b)), (xix) failure of Customer's or an Authorized User's software, hardware, systems, connections or Internet service, (xx) illegal third party activity (e.g., virus attack or network intrusion attempts), and/or (xxi) all periods of time following one (1) hour after Customer becoming aware that the Cloud Service is not available until Customer submits a ticket to [fraud.support@appgate.com](mailto:fraud.support@appgate.com) notifying AppGate of such unavailability.

(d) "Scheduled Uptime Minutes" means the total minutes during the applicable month.

(e) "Unscheduled Outage Minutes" means minutes during the applicable month during which the Cloud Service is not available, provided, that, Scheduled Maintenance conducted in accordance with Section 5(b) shall not be included in the calculation of Unscheduled Outage Minutes. In the event an Excluded Event contributed, in whole or in part, to the Cloud Service being unavailable, the period of time of such unavailability shall not be included in the calculation of Unscheduled Outage Minutes.

## **5. General Rules with respect to the SLA Commitment.**

(a) Cloud Services will be deemed unavailable if two (2) consecutive API availability checks which are spaced at least one (1) minute apart fail within a five (5) minute period. An API availability check shall be deemed to fail in the event it results in an error code.

(b) AppGate will use best efforts to complete all scheduled maintenance (which would cause the Cloud Service to be unavailable) ("Scheduled Maintenance") between 11:00pm and 4:00am Central Time. Scheduled Maintenance must be (i) limited to no more than 2 Scheduled Maintenances per month, (ii) limited to no more than 4 hours of Scheduled Maintenance per month, and (iii) upon no less than 3 days' advance written notice to Customer. If Scheduled Maintenance does not meet these criteria, the applicable time not meeting these criteria will be counted as Unscheduled Outage Minutes, provided, that, any Scheduled Maintenance conducted during any other timeframe to the extent Customer has requested AppGate conduct it during such other timeframe shall not be included in the calculation of Unscheduled Outage Minutes. For the avoidance of doubt, in no event shall AppGate be obligated to accommodate Customer's request to conduct Scheduled Maintenance during any other timeframe. The definition of "Scheduled Maintenance" does not include scheduled maintenance, or any part thereof, when the Cloud Service remains available during such scheduled maintenance, or part thereof.

(c) Emergency maintenance can occur when needed without Customer's consent. AppGate will provide maximum practical notice for such maintenance.

(d) The SLA Credits in this SLA are Customer's sole and exclusive remedies for unavailability of the Cloud Services, including failure to meet the SLA Commitment.

(e) For the avoidance of doubt, this SLA does not apply to any Cloud Services being utilized in a non-production environment.

(f) In the event Customer purchases more than one Product / Service subject to the SLA Commitment, this SLA will apply to each such Product / Service on a standalone and not an aggregate basis. For purposes of illustration only, if, Customer purchases two such Products / Services, and in a given month, the Availability Percentage for one such Product / Service ("Product 1") is 100%, but for the other Product / Service ("Product 2") is 99.90%, (i) Customer will not be entitled to an SLA Credit with respect to Product 1, but, assuming all other applicable requirements in this SLA are satisfied, Customer would be entitled to an SLA Credit with respect to Product 2, and (ii) the Amount Subject to Service Level Credits would be limited to the monthly amount due (or the calculated pro rata equivalent) for the month with respect to Product 2.