SERVICE LEVEL AGREEMENT

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1. OVERVIEW

This Service Level Agreement ("SLA") defines the Company's (*as defined below*) ("We," "Us," or "Our") service level commitments to deliver specified Skyhigh Security cloud services ("Cloud Services") to our Customers. It describes the methods for measuring service level attainment and the Sole Remedies available to Customers if commitments are not met.

2. DEFINTIONS

Availability means the percentage of time a Service's specified functionality is generally available as described in the applicable and current documentation. Services achieving Availability, as calculated, and described in Section 3, have met the prescribed service level.

Beta Services When a Customer is evaluating a Service for free that is a pilot and/or not yet in production by Company.

Company means

(i) Musarubra US LLC, located at 6000 Headquarters Drive, Suite 600, Plano, TX 75024, USA, (1) if the Cloud Services are purchased in the United States (except as provided in Subsection (vi) below), Canada, Mexico, Central America, South America, or the Caribbean, or (2) solely as the licensor of the Software if the Software is purchased in Japan or in Asia Pacific (but excluding Australia and China (in RMB));

(ii) Musarubra Australia Pty Ltd., located at 40 Mount Street, Level 16, North Sydney, NSW 2060, Australia, if the Cloud Services are purchased in Australia.

(iii) Musarubra Ireland Limited, located at Building 2000, City Gate, Mahon, Cork, Ireland, if the Cloud Services are purchased in Europe, the Middle East or Africa;

(iv) Musarubra Japan KK, located at Shibuya Mark City West, 1-12- 1 Dogenzaka, Shibuya-ku, Tokyo 150-0043, Japan, with respect to the distribution of the Software, and the provision of all Cloud Services and Support, purchased in Japan;

(v) Musarubra Singapore Pte Ltd., located at 238A Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684, with respect to the distribution of Software, and provision of all Cloud Services and Support purchased in Asia Pacific (but excluding China (in RMB) or Australia);

(vi) McAfee (Beijing) Security Software Co. Ltd., located at Room 608, Unit 610, 6/F Zhongyu Masion, No.6 North Workers' Stadium Road, Chaoyang District, Beijing, China, if the Cloud Services are purchased in China (in RMB); or

(vii) Trellix Public Sector LLC, located at 11911 Freedom Drive, Suite 400, Reston, VA 20190, USA, if the Cloud Services are purchased by the U.S. Government, state or local governments, healthcare organization or educational institutions within the United States.

Customer means the entity with current and valid contracts for one or more Service.

End-of-Life (EOL Policy) means Our policy regarding the support lifecycle of Our Cloud Services, Software and Technical Support, available at: https://www.skyhighsecurity.com/wp-content/themes/skyhigh-security/public/EOL_Policy-Skyhigh%20Security1_2.23.23.pdf

Force Majeure, please refer to the definition within the Cloud Service Agreement locate at https://www.skyhighsecurity.com/wp-content/themes/skyhigh-security/public/SkyhighSecurity_Cloud_Services_Agreement_8_10.pdf

Inline (block) means the web proxy doing inline block of traffic per policy.

Inline Traffic Data Path refers to the path of the customers web content traffic flow via the Skyhigh Security Secure Web Gateway (SWG) service. The data is scanned and processed according to the customer's policies.

API Mode refers to the mode where end-user activity notifications are received by the Skyhigh CASB Solution from Cloud Service Providers (CSPs) to process for DLP, Activity Monitoring, UEBA.

Reverse Proxy Mode Reverse Proxy Mode refers to the path of the customer's web content data via the Skyhigh Security CASB solution's Reverse Proxy where the data is scanned, processed and where customer's policies are applied.

Inline Email Traffic DLP Refers to the mode where an outbound email sent from a user is received by the Skyhigh Security CASB Solution and is then processed for DLP inline. Emails are then forwarded back to the sending MTA to be sent on to the final destination.

Management Access means access to the product's cloud-based UI – Skyhigh Security Cloud for SSE. Refer to Service Schedule 2 for Skyhigh Security Support and Customer Plans located at https://www.skyhighsecurity.com/wp-content/themes/skyhigh-security/public/SkyhighSecurity_Service_Schedule2_8_10.pdf

Service means the Cloud Service offerings as defined in the Cloud Services Agreement, including the Skyhigh Security Secure Web Gateway (SWG), Cloud Access Security Broker (CASB) and Private Access that have been assigned specific service levels within this SLA.

Service Credit means the number of days of the relevant Service that will be added to the end of the Customer's current contract term following Our approval of a claim that We missed an applicable Service Level.

SKUs means A Stock Keeping Unit is a unique identifier for each distinct product and service that can be ordered from Us.

Software means any software program owned or licensed by Us, as the context requires, in object code format, provided by Us to the Customer which may be required for it to access the Cloud Services.

Sole Remedies means that a Customer's receipt of a Service Credit is the sole remedy for Our failure to achieve and maintain an applicable Service Level.

User means a unique individual person within a company, organization, or other entity that is a Customer.

Skyhigh Security Latency incorporates the following set of terms:

Average Latency means the average time it takes for the Skyhigh Security Secure Web Gateway (SWG) service to scan, process and apply the Customer policy to the web content data, assuming a 100KB web page, as measured by the monthly average among samples taken by Us in a given month using industry standard monitoring tools/software. "Customer policy" means the Customer's configuration set within the product. Average Latency does not include: (a) traffic not related to streaming applications; (b) traffic not subject to bandwidth management rules (QoS enforcement); or (c) the time required to download the web page from the origin content server (OCS) to the Web Protection Service. The processing of content is measured from when the Web Protection Service proxy receives the content to the point when the Web Protection Service proxy attempts to transmit the content.

Latency means the web page load time attributable to the Skyhigh Security service.

Latency Commitment means the commitment We will deliver the SWG protection service with an Average Latency of 100 milliseconds or less for scanned transactions and 50 milliseconds for unscanned transactions. The Latency Commitment is only applicable to reasonable number of transactions/data packets per User (based on Our cloud-wide average).

3. SKYHIGH SECURITY CLOUD SERVICE AVAILABILITY

The Services Availability is defined as follows:

Service	Covered Functionality	SLA (%)
Skyhigh Security SWG	Inline Traffic Data Path-Availability	99.999
Skyhigh Security CASB	API Mode	99.5
Skyhigh Security CASB	Reverse Proxy Mode	99.5
Skyhigh Security CASB	Inline Email Traffic DLP	99.5
Skyhigh Security Cloud	Management Access	99.5

Availability Calculation. Availability will be calculated per calendar month and shall be measured using industry standard monitoring tools/software. Availability will be calculated as follows e.g for a 99.999 example:

$$\frac{\textit{Total Min. - NonExcused - Excused Outages}}{\textit{Total Min. – Excused Outages}} \times 100 \geq (99.999\%\ \textit{general availability})$$

- "Total Min." means the number of minutes for the calendar month.
- "NonExcused" means unplanned downtime, in minutes.
- "Excused Outages", in minutes, means the service will be unavailable for any downtime or outages relating to: (i) a Customer Outage Event; (ii) equipment, applications, interfaces, integrations, or systems not owned by Us, or service not offered; or (iii) a Force Majeure Event.
- "Customer Outage Event" means a period of time in which Service is not available due to acts, omissions, or requests of a Customer, including without limitation: (a) configuration changes in, or failures of, the Customer end of the network connection; (b) work performed by Us at Customer's request; or (c) a Customer's unavailability or untimely response to incidents that require its participation for source identification and/or resolution
- Availability Calculation Example:

August has 31 days, or 44,640 minutes, of potential availability (Total Min.) one hour of scheduled maintenance was performed (Excused Outage).

44,640 min. – 60 min. = 44,580 min.

(This is the denominator and represents total potential availability for August).

One minute of service interruption was experienced (unexcused outage).

44,580 – 1 = 44,579 min.

(This is the numerator and represents the total availability for August.)

Availability = (44,640 – 1 – 60) / (44,640 – 60) * 100 = 99.997%

Partial Subscription Months. For any partial calendar month during which the Customer subscribes to the Service, Availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

Availability Restrictions. This Availability SLA does not apply if: (a) Customer fails to correctly configure the Service in accordance with Company policies or instructions; (b) failures in Customer equipment or third-party computer hardware, Software, or network infrastructure not within Our sole control; (c) failure of Customer's network to forward traffic to the Service; (d) the unavailability of a specific third-party web page or Cloud Service API rate limits encountered or data center outage that are all outside of Our networks or data centers; (e) failure of an intermediate internet service provider (ISP) (other than Our direct ISP(s)) to deliver traffic to Us; (f) unavailability of one or more specific features, functions, or equipment hosting locations within the Service, while other key features remain available; (g) actions or inactions of Customer (unless undertaken at Our express direction or under Our control; or (h) Customer requests for additional configuration or system changes that require downtime to complete.

4. SLA RESTRICTIONS

The service levels are based upon a Customer's use of a configuration that is at least as protective as Service default settings. For clarity, We are not responsible, and this SLA does not apply, if the Customer configuration does not meet or exceed the protections provided by the default settings.

(a) We are not responsible, and this SLA does not apply, if the Customer configuration is unsupported.

(b) This SLA does not apply to Skyhigh Security Cloud Service Customers who use a proxy IP address rather than the supported Global Routing Manager (GRM) hostname (i.e., c<customer-ID>.saasprotection.com).

(c) Site to Cloud VPN is restricted to static IP Addresses or valid DNS names, and it is the Customer's responsibility to configure their own firewall or router and establish at least two separate VPN tunnels to the Cloud to achieve high availability.

(d) This SLA does not apply to Beta Services or if Customer is receiving Service under an Evaluation Agreement or if the Customer is otherwise receiving the Service for free (such as free services, as defined in the Cloud Service Agreement).

(e) This SLA does not apply if the Customer is using Services in violation of the Cloud Services Agreement, Technical Support and Maintenance Terms and Conditions, Acceptable Usage Policy, or other Company Cloud Service subscription agreements.

(f) This SLA does not apply if the Customer was contracted for, but not actively using, the affected Service at the time of an incident covered by the SLA.

(g) This SLA does not apply if the Cloud Services being used by the Customer is Rate-Limited by the Cloud Service for the relevant API calls being made.

The Service does not include the Customer's internet access connections or hardware on the Customer's side to access the internet or the Service. This SLA does not cover any issues arising from the compatibility of the Customer's hardware or the software used to connect to the Service.

For hybrid SKUs (include entitlement to both Cloud Services and Software licenses ((including virtual) form factors), this SLA only applies to the Cloud Service component within the hybrid SKU and does not apply to any other product or service.

SLA, and the services it covers, is subject to the Company EOL Policy process.

Unless specifically stated herein, this document does not replace, modify, or in any way restrict other terms and conditions that may apply, including the Technical Support and Maintenance Terms and Conditions or the Cloud Service Agreement, both referenced herein.

5. CUSTOMER RESPONSIBILITIES

The Customer is required to use, configure, deploy, and manage the Service in accordance with the Cloud Services Agreement, and according to the documentation, including knowledge-based articles and other online content on public community.

The Customer is responsible for failures of the equipment or Software used to access the Service.

The Customer commits to using the Service based on the published individual proxy name per the documented terms and conditions. The customer will use IP addresses in their configuration to access the proxy unless explicitly documented.

6. SERVICE CREDITS

The number of days which may be awarded as a Service Credit are set forth below. The Service Credits shall be Your Sole Remedies for any performance or availability issues for any Service under this SLA.

Inline Traffic Data Path-Availability (SLA %)	**Inline Traffic Data Path-Performance**	**API Mode (SLA %)**	**Reverse Proxy Mode (SLA %)**	**Inline Email Traffic DLP (SLA %)**	**Management Access (SLA %)**	**Service Credit Number of Days**
>= 99.999	<=100ms	>=99.5	>=99.5	>=99.5	>=99.5	**None**
<99.999 but >=99.99	>100ms but <= 200ms	< 99.5 but >= 99.0	< 99.5 but >= 99.0	< 99.5 but >= 99.0	< 99.5 but >= 99.0	**8 days**
<99.99 but >=99.0	>200ms but <= 300ms	<99.0 but >= 98.0	<99.0 but >= 98.0	<99.0 but >= 98.0	<99.0 but >= 98.0	**16 days**
<99.0	>300ms	<98.0	<98.0	<98.0	<98.0	**31 days**

7. CLAIMS PROCESS

To initiate a Service Credit claim, the Customer must contact Technical Support through the Service Portal at:

https://supportm.trellix.com/webcenter/portal/supportportal/pages_home
and provide the following information: Grant Number, date and time of the service interruption, and a brief description of the event. Claims must be received within **ten (10) business days** of an event. If confirmed by Us, the Service Credit will be applied against Your contract term. Service Credits will not be convertible to cash or applied against any current billing charges.