SERVICE LEVEL AGREEMENT

1. Applicability. This Service Level Agreement (the "**SLA**") applies to a Customer provided that such Customer's Solution Agreement specifically references this SLA. If Customer is an Authorized Party that is (A) managing the Solution on behalf of one or more third-party End Users; (B) purchasing the right to use the Alert Logic Solution on behalf of one or more affiliated End Users; or (C) reselling the Solution, directly or indirectly, to one or more third party End Users, then only such Authorized Party, and not its respective third party or affiliated End Users, will be entitled to receive the Solution Credits as set forth herein and the Authorized Party will pass those Solution Credits on to its respective third party or affiliated End Users. For the avoidance of doubt, in no event will Fortra pay Solution Credits to both an Authorized Party and to its respective third party or affiliated End Users. Defined terms in this SLA are set forth in Section 8. Capitalized but undefined terms used in this SLA have the same meanings attributed to them in the Solution Agreement, unless noted otherwise. As may be further described in the Solution Agreement, Fortra will use commercially reasonable efforts to provide the Solution in accordance with the service levels described below.

2. Availability. Fortra will maintain 99.5% System Availability during each calendar month of the Subscription Term (the "**Availability Service Level**").

3. Availability Credits. If System Availability during any given calendar month falls below the level set forth above, then Customer may obtain a service level credit (such credit, the "**Availability Credit**") equal to the percentage of the Monthly Amount paid to Fortra for the month in which the Availability Service Level failure occurred, as set forth in the table below:

Availability Service Level	Total Aggregate Availability Credit Per Month
Less than 99.5% to 98.5%	5%
Less than 98.5% to 97.5%	10%
Less than 97.5% to 96.5%	15%
Less than 96.5% to 95%	20%
Less than 95%	25%

4. Escalation. Fortra will escalate Incidents within 15 minutes. The 15- minute time period consists of the time between: (A) detection and confirmation of an Incident and (B) the time escalation of the Incident to Customer is attempted via automated system log, email, or phone call ("**Escalation Time Requirement**").

5. WAF Escalation. Fortra will escalate Urgent Support Requests within 15 minutes. The 15-minute time period consists of the time between (A) a Customer's Urgent Support Request and (B) the time communication or response to Customer is attempted via automated system log, email, or phone call by Fortra ("**WAF Escalation Time Requirement").**

6. Escalation Time Credits. Customer may obtain a service level credit equal to the percentage of the Monthly Amount for the month in which the Escalation Time Requirement or WAF Escalation Time Requirement failure occurred, as set forth in the table below ("**Escalation Time Credits**"):

Escalation Failures in a Month	Total Aggregate Escalation Time Credit Per Month
2-5	10%
6 or more	25%

7. Credit Procedures. In order to receive any Solution Credits, Customer must notify Fortra of such claimed credits within the SLA Notice Period, along with a description of the basis for its claim. If Customer fails to provide notice within the SLA Notice Period, no Solution Credits will be owed to Customer for such month. In no event will the total Solution Credits in any given calendar month during the Subscription Term exceed the Monthly Maximum At-Risk Amount. The credits set forth in this SLA are Fortra's sole and exclusive obligations, and Customer's sole and exclusive remedy, for the failure of the Solution as described in this SLA. For Solutions purchased as part of a suite or bundle, any Solution Credits will be based on the pro-rata portion of the cost of the applicable Solution which did not meet the service level requirement, as determined by Fortra in its reasonable discretion. Any Solution Credits will be applied to Customer's next invoice from Fortra. If Customer is late in making any undisputed payments owing pursuant to the Solution Agreement at the time of the occurrence which would otherwise entitle Customer to a Solution Credits, no such Solution Credits will be owed and Fortra will have no liability to Customer under this SLA. Solution Credits do not apply where Customer is in breach of one or more terms of the Solution Agreement, including failure to provide accurate and up-to-date Customer Contacts. If Customer is an Authorized Party, then such Authorized Party, and not its End Users, must provide notice to Fortra pursuant to this Section 7 in order to be entitled to Solution Credits under this SLA.

8. Definitions.

8.1. "**Actual Availability**" means Total Scheduled Availability minus Downtime.

8.2. "**Authorized Party**" means a channel partner and/or a third party authorized by Fortra to purchase a subscription to the Solution on behalf of such third party's affiliates.

8.3. "**Customer**" means, for purposes of this SLA, (A) each Authorized Party and (B) any end user of the Solution that has been granted the right to use the Solution either directly from Fortra, or its affiliates, or indirectly through an Authorized Party pursuant to a current agreement (the "**Solution Agreement**") or a current order form accepted by Fortra governed by the Solution Agreement (each, an "**End User**").

8.4. "**Downtime**" means the time in minutes in the relevant month that the System is not available. Downtime does not include Excluded Downtime or any period for which Fortra provides at least three days of advance notice on the status notice page or otherwise communicated to the Customer that the Solution will be unavailable.

8.5. "**Excluded Downtime**" means unavailability of the Solution due to: (A) System Maintenance; (B) Third-Party Error; or (C) any acts or omissions of Customer or its agents, including without limitation failure to provide up-to-date SSL certificates, failure to implement any required configurations, or any Customer-caused Solution outage.

8.6. "**Incident**" means a suspicious event that is identified by Fortra on Customer's network and is classified by Fortra as "critical" or "high."

8.7. "**Monthly Maximum At Risk Amount**" means 50% of the Monthly Amount and represents the maximum Solution Credits that a Customer will receive for any given month during the Subscription Term in which Solution Credits are incurred. "**Monthly Amount**" means the amount that is equal to the pro-rated monthly subscription fee actually paid to Fortra for a particular End User or by a particular End User for the applicable Solution.

8.8. "**Solution**" means the applicable Fortra's Alert Logic Solution(s) set forth on a current Order Form accepted by Fortra.

8.9. "**Solution Credits**" means all service level credits owed to Customer as and to the extent set forth in this SLA.

8.10. "**SLA Notice Period**" means seven days following the applicable service level failure.

8.11. "**Subscription Term**" means the subscription term set forth on the applicable Order Form for the applicable Solution executed or accepted by Fortra.

8.12. "**System Availability**" will be expressed as a percentage and calculated on a monthly basis using the following formula: Actual Availability divided by Total Scheduled Availability. System Availability only pertains to the applicable Solution actually used by Customer and for purposes of WAF, it is calculated per individual WAF deployment and pertains to "high availability deployments" (fault tolerant WAF deployments).

8.13. "**System Maintenance**" means time in minutes that the applicable Solution is not actually available to Customer due to: (A) scheduled maintenance for maintenance and upgrading of the software or hardware used by Fortra to provide the Solution (the "**System**"); or (B) unscheduled emergency maintenance, including due to a Third-Party Error.

8.14. "**Total Scheduled Availability**" means 1,440 minutes multiplied by the number of days in the relevant month.

8.15. "**Third-Party Error**" means any unavailability or error of the Solution attributable to a third-party, including but not limited to: (A) an IaaS platform or hosting service; (B) any third-party software, hardware or APIs; or (C) any Internet Service Provider.

8.16. "**Urgent Support Requests**" means a properly submitted customer support request via phone call or via Fortra's Alert Logic Support Portal with a severity of Urgent specifically for incorrect blocking of web application requests or website inaccessibility solely due to Fortra's WAF appliance and not due to any Third-Party Error.