



BLUECAT MASTER AGREEMENT

SERVICE LEVEL SCHEDULE (“SLS”)

BlueCat is committed to providing first-rate service and support to its customers to assist resolution of any issues encountered in the use of the Service, as set forth in this Service Level Schedule, which is incorporated by reference and forms part of the BlueCat Master Agreement between Customer and BlueCat.

The remedies set forth in this SLS are Customer’s sole and exclusive remedies for any failure to achieve the service levels set forth in the SLS.

1. DEFINITIONS

- (a) **“% Availability”** has the meaning given to it in Section 2.
- (b) **“Availability”** or **“Available”** means the time in any given calendar month during a Subscription Period that the customer instance of the Cloud Service is available for access by Customer.
- (c) **“Availability Commitment”** has the meaning given to it in Section 2.
- (d) **“Chronic Unavailability”** has the meaning given to it in Section 7.
- (e) **“Customer Care”** means BlueCat’s customer support and maintenance program provided as part of the Cloud Service.
- (f) **“Excusable Downtime”** means any of the following with respect to both “n” and “y” listed in Section 2 below: (i) maintenance, provided BlueCat has met its obligations in Section 4 below; (ii) any interrupted Availability as a result of force majeure; (iii) failures of Availability caused by Customer or any other person for whom Customer is responsible; (iv) failure of any other services or components not provided or maintained by BlueCat that impacts the Cloud Service; (v) any other failure that is attributable to Customer or third parties acting on behalf of Customer; and (vi) any Emergency Downtime.
- (g) **“Effective Monthly Fee”** means the annual service fee divided by 12 for each elapsed month during the Subscription Period.
- (h) **“Emergency Downtime”** means any suspension of the Cloud Service, or Customer’s access thereto, as contemplated in the Master Agreement in Section 11.4 or any other such time as the Cloud Service is unavailable due to a short-term emergency condition under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Cloud Service, danger to life, *etc.*, as the case may be, and has to be attended immediately.
- (i) **“Maintenance Window”** means the following dates and times applicable to the region from where the Cloud Service is being made available by BlueCat to Customer:

Region	Dates/Times of Maintenance
North Americas	Saturday 12:01AM through Saturday 7:00AM, Eastern Time
Europe/Middle East	Saturday 12:01AM through Saturday 7:00AM, Central European Time
JAPAC/India	Saturday 12:01AM through Saturday 7:00AM, [TBD]

- (j) **“Problem”** means defects, malfunctions, or errors in the Cloud Service that result in the Cloud Service not performing in accordance with the Agreement or this SLS.
- (k) **“Service Credit”** has the meaning given to it in Section 6.
- (l) **“Severity Level”** has the meaning given to it in Section 2.

2. AVAILABILITY

BlueCat will provide 99.9% Availability (“**Availability Commitment**”) for access to the customer instance of the Cloud Service, but specifically excluding all Excusable Downtime.

The “% Availability” in a month is calculated as follows: $((n - y) \times 100) / n$

“n” = the total number of minutes in a given calendar month

“y” = the total number of minutes the Cloud Service is not Available in a given calendar month

The calculation of % Availability will be prorated in any month in which the Cloud Service commences on any day other than the first day of the month.

3. CUSTOMER CARE

Customer Care is available 24/7/365 to provide support to BlueCat customers. A full description of Customer Care, including how to contact Customer Care and report a case, can be found in the BlueCat Customer Support Handbook, which is available on the Care portal or upon request.

Problems with the Cloud Service will be addressed by Severity Levels, as described below. Note that these Severity Levels, the associated timelines and descriptions may change at BlueCat’s discretion.

Severity	Service Impact Definition/Condition	Committed Initial Response Time
1 – Urgent	Mission critical (or imminent mission critical) failure of the Cloud Service, or Cloud Service is totally impaired, with no workaround available.	1 Hour
2 – High	Loss of key functionality of the Cloud Service, which affects significant aspects of the business or operations.	3 Hours
3 – Medium	Issue impacting an isolated component that does not affect the ability of the Cloud Service to perform in accordance with the documentation.	6 Hours
4 – Low	Cloud Service is usable with limitations and workarounds.	24 Hours
5 – No Service Impact Identified	No Cloud Service impact identified (e.g. feature inquiries, account requests, etc.)	48 Hours

DISCLAIMER: BLUECAT MAKES NO GUARANTEE OR WARRANTY, WHETHER EXPRESS OR IMPLIED, ON THE TIME REQUIRED TO RESOLVE A PROBLEM. In addition, BlueCat must be able to reproduce Problems in order to resolve them. Customer agrees to cooperate and work closely with BlueCat to reproduce errors, and to continuously provide prompt updates to the Problem if further information becomes available to Customer.

4. MAINTENANCE; EMERGENCY DOWNTIME

BlueCat will conduct planned maintenance with respect to the Cloud Service during the Maintenance Window, unless Emergency Downtime is required or deferral of such maintenance would adversely affect the performance or security of the Cloud Service. BlueCat shall not be liable for the Cloud Service not being Available during Emergency Downtime or such maintenance.

5. UPGRADES

BlueCat will provide continuous upgrades to the Cloud Service at any time, provided, however, such upgrades will not adversely affect the functionality or delivery of the Cloud Service.

6. SERVICE LEVEL DEFAULTS

In the event that the Availability Commitment is not achieved in any given calendar month, then Customer may

request a “**Service Credit**” in the applicable amount as stated in the table below for each month during which such failures were measured. In order to receive any of the Service Credits described above, Customer must request such credit(s) in writing by opening a case through Customer Care within 14 days of the end of the applicable month. If the % Availability of such request is confirmed by BlueCat and is less than the Availability Commitment, then BlueCat will issue the Service Credit to Customer within the annual billing cycle following the year in which such request is confirmed by BlueCat. Failure to open a case in accordance with this paragraph will result in the forfeiture of the Service Credit.

Service Credits are calculated as a percentage of the applicable Effective Monthly Fee. In no event shall the Service Credits due hereunder exceed a combined total of 50% of each Effective Monthly Fee.

% Availability	Service Credit (as a % of Customer’s Effective Monthly Fee)
Above 99.9%	0%
99.9% to 97%	10%
96.9% to 95%	25%
Below 94.9%	50%

Following Customer’s request (no more than once per month), BlueCat will provide Customer with a copy of a report reasonably evidencing the % Availability.

7. CHRONIC UNAVAILABILITY

Customer shall have the right to terminate the Master Agreement and any subscription period on 30 days’ prior written notice to BlueCat in the event of a Chronic Unavailability. A “**Chronic Unavailability**” means a failure to meet the Availability Commitment for four (4) months during any consecutive six (6) month period during the Subscription Period. The contemplated remedy in this Section 7 shall be Customer’s sole and exclusive remedy in the event of a default under this SLS.

8. CUSTOMER REQUIREMENTS

BlueCat’s obligations in this SLS do not apply to the extent: (a) Customer’s system does not meet the minimum requirements outlined in the Documentation (as defined in the Master Agreement); (b) Customer has breached or continues to breach the Agreement or the SLS; and (c) the Service Availability is impacted by Customer’s failure to incorporate or utilize any recommendations or data produced by the Service (e.g. security recommendations emanating from the Cloud Service).

9. DATA LOCATION AND SECURITY.

BlueCat will store data produced by or in relation to the provision of the Cloud Services in the United States. Customer acknowledges that BlueCat leverages Amazon Web Services and relies upon those applicable security measures in place.

10. AMENDMENTS

BlueCat reserves the right to modify this SLS at any time by posting a revised version on our website. By continuing to use the Cloud Service, Customer agrees to the latest version of the SLS.

[END OF SCHEDULE]