

SonicWall Cloud Edge Service Level Agreement

SonicWall provides assurances that its Cloud Edge Secure Access services will be available and operational to Customer at least 99.9% of the time in any calendar month (the "SLA"). If the SLA is not met and if Customer meets its obligations under this SLA, has an active Subscription and is in compliance with the Terms, Customer will be eligible to receive the Service Credits as described below. This SLA states Customer's sole and exclusive remedy for any failure by SonicWall to meet the SLA. The terms and conditions of the SonicWall Cloud Edge Service located at www.SonicWall.com are incorporate by this reference ("Terms"). Defined terms as set forth in the Terms apply to this SLA except as expressly provided herein.

1. Definitions.

1.1 **"Downtime"** means when there is more than a five percent user error rate across all of a Customer's Users. Downtime is measured based on SonicWall's server-side error rate as determined in SonicWall's sole discretion.

1.2 **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

1.3 **"Service Credit"** means the number of days of to be added to the end of the then current Service Subscription term, at no additional charge to Customer calculated as follows:

2. Uptime Calendar Days Credited.

2.1 As provided herein, Customer may receive a Service Credit based monthly Uptime Percentage as follows:

< 99.9% - ≤ 99.0%: 5 days

< 99.0% - ≤ 95.0%: 10 days

< 95.0%: 20 days

2.2 Customer must notify SonicWall and request a Service Credit within thirty days from the time Customer experiences Downtime and becomes eligible to receive a Service Credit. Customer will be ineligible for a Service Credit if it fails to comply with this requirement. The aggregate maximum number of Service Credits for all Downtime that occurs in a single calendar month shall not exceed twenty days of Service (or the value of 20 days of Service). Service Credits may not be exchanged for, or converted to, monetary amounts, refunds or credits for other products, service or offers.

2.3 The SLA will not apply to any other offers by SonicWall and expressly excludes any performance issues: (i) caused by a "Force Majeure" event; (ii) that result from Customer's acts or omissions or equipment, software or product of Customer or another third party; or (iii) if Customer is not in compliance or has otherwise breached any of its agreements with SonicWall including without limitation, the Terms. SonicWall reserves the right to modify or terminate this SLA at any time in its sole discretion without prior notice.

Effective as of November 23, 2020.