

Armorblox Service Level Agreement

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Platform Availability & Uptime

Armorblox will use commercially reasonable efforts to make the Armorblox Platform generally available twenty-four (24) hours a day, seven (7) days a week and will make commercially reasonable efforts to provide Availability of the Armorblox Platform of at least 99.9% of Available Time in a given month.

“Availability” or “Available” means the time during each calendar month that the material functionalities of the Armorblox Platform are available for use by Customer.

“Available Time” means all minutes in a given month

“Percentage per month Available” means the total Available Time for a month minus the amount of time the Armorblox Platform was not Available for such month (not including SLA Exclusions), divided by the Available Time.

Service Credit.

If in a given calendar month the Services are not available for at least 99.9% of all Available Time, then Customer may request a Service Credit from Armorblox by submitting a written request for a Service Credit to support@armorblox.com with “SLA Credit Request” in the subject line, within thirty (30) days after the end of the month for which the Service Credit applies. Service Credits will be provided as a percentage of one month’s Fees (excluding one-time charges such as set-up) applicable to the Services that did not meet the Available Time (“**Subscription Fees**”) for requests made in accordance with this Service Level Agreement as shown in the table below.

Percentage per month Available	Service Credit
99.9%-98.4%	10% of one month’s Subscription Fees
98.3%-95.5%	20% of one month’s Subscription Fees
95.4%-90.0%	30% of one month’s Subscription Fees
Less than 90.0%	50% of one month’s Subscription Fees

Service Credits will be applied against the next upcoming Subscription Fee otherwise due from Customer, or will be refunded upon expiration or termination of the Agreement. The parties agree that the Service Credit represents liquidated damages and is not a penalty; this SLA states Customer’s sole and exclusive remedy for any service level or support deficiencies of any kind.

SLA Exclusions

This Service Level Agreement does not apply to the following: (i) scheduled maintenance of which Armorblox has given Customer at least two (2) business days prior notice; (ii) unavailability caused by acts or omissions of Customer, Users or Customer's agents, by Customer or third party equipment or caused by any breach by Customer or its Users of the Agreement, or any permitted suspension of service by Armorblox; (iii) unavailability caused by network unavailability or bandwidth limitations outside of the Armorblox network; (iv) issues arising from bugs or other problems in the software, firmware or hardware of Armorblox's suppliers, or issues arising from API failure or malfunction or third party integrations with the Armorblox Platform; (v) hacks, malicious introduction of viruses, disabling devices, and other forms of attacks that disrupt access to the Armorblox Platform; (vi) power outages or other telecommunications or Internet failures; and (vii) events outside of Armorblox's reasonable control. In the case of subsections (iv) and (v), such events shall be included in the calculation of Excused Unavailability if the outage could not have been prevented by reasonable precautions by Armorblox. Armorblox's records and data will be the sole basis for all SLA calculations and determinations.

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