Service Level Agreement for Absolute Secure Access Cloud

Last Updated: February 7, 2023

1. Applicability

This Service Level Agreement only applies if:

(a)   you are subscribed to Absolute's hosted service known as Absolute Secure Access Cloud (the "**Hosted Service**");

(b)   your network and mobile devices are properly configured in accordance with the applicable documentation; and

(c)   your account with Absolute is in good standing and Absolute has received all invoiced fees for your use of the Hosted Service.

2. Service Availability Commitment

2.1   The Hosted Service will be available to accept and service client sessions 100% of the total hours during any calendar month you use the Hosted Service ("**Service Availability**").

2.2   Service Availability is measured as the availability of the Hosted Service to process your client connection requests and resulting data flows. Service Availability is computed in any calendar month you use the Hosted Service as minutes of uptime per month divided by total minutes per month.

2.3   The following events are excluded from the Service Availability calculation:

(a)   Routine and prescheduled platform maintenance, if any; and

(b)   Service Availability that is adversely impacted by systems or events on the public side of the Hosted Service ingress/egress boundary, including: (i) your authentication provider, (ii) your termination points for any enterprise connectors, (iii) the public Internet, (iv) any applications or services outside of the Hosted Service ingress/egress boundary, (v) your equipment, software and infrastructure, and (vi) third-party equipment, software and technology.

2.4   Subject to Parts 4 and 5 below, if Absolute fails to meet the Service Availability commitment, you will be eligible for a Service Credit as follows:

Percentage of Monthly Uptime	Unavailable time	Service Credit
>= 99.999%	<= 26 sec.	N/A
< 99.999% but >= 99.99%	> 26 secs. But <= 4.38 mins.	1 day
< 99.99% but >= 99.00%	> 4.38 mins. But <= 7.31 hrs.	5 days
< 99.00% but >= 98.00%	> 7.31 hrs. but <= 14.61 hrs.	10 days
< 98.00%	> 14.61 hrs.	15 days

3. Service Latency Commitment

3.1   The Hosted Service will maintain less than 75 milliseconds average cloud proxy latency over a calendar month for the 95th percentile of traffic ("**Service Latency**"). Cloud proxy latency is measured in each direction from when the cloud proxy receives the packets for processing to the point when the cloud proxy attempts to transmit the packets, either to the client proxy or to the application or server endpoint.

3.2   Subject to Parts 4 and 5 below, if Absolute fails to meet the Service Latency commitment, you will be eligible for a Service Credit as follows:

Percentage of packets with average latency of 75 milliseconds or less	Service Credit
>= 95.00%	N/A
< 95.00% but >= 94.00%	1 days
< 94.00% but >= 90.00%	5 days
< 90.00%	10 days

4.   Service Credit

4.1   To be eligible for a Service Credit, you must: (a) request a Service Credit via a support ticket within ten (10) days from the date of the incident giving rise to a Service Credit, and (b) be in compliance with this Service Level Agreement. Absolute will use commercially reasonable efforts to research the incident(s) and evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed to you and endeavor to provide a response to you no later than ten (10) days after the end of the month in which the incident occurred. For example, if the incident occurred on November 15th, and a support ticket was filed by you on or before November 25th, Absolute would provide you with a Service Credit calculation by or before December 10th.

4.2   The dollar value of the Service Credit to be applied to the next invoice from Absolute will be calculated by converting the Service Credit into the appropriate dollar number. For example, for a 12-month contract term with a total annual Fee of $100,000, if a Service Credit is determined to be "5 days," Absolute would provide a credit to you equaling $1,369.86 (5 days / 365 days X $100,000) on your next invoice. Nothing in this Service Level Agreement entitles you to any refund of fees.

4.3   The aggregate maximum Service Credit that Absolute will apply in a single calendar month will not exceed thirty (30) calendar days. The Service Credit described in this Service Level Agreement will be your sole and exclusive remedy for Absolute's failure to meet the Service Availability or Service Latency commitments described herein. Failure to comply with any of the provisions in this Service Level Agreement will forfeit your right to receive a Service Credit.

5.   Limitations

This Service Level Agreement and the Service Level commitments described herein do not apply to any Hosted Service performance or availability issues that result from or occur due to:

(a)   circumstances beyond Absolute's reasonable control (including but not limited to war, acts of terrorism, natural disaster, external network or device failure);

(b)   unauthorized access to the Hosted Service or from your employees, agents, contractors or vendors accessing the Hosted Service using your equipment or passwords, or from your failure to follow suggested security practices;

(c)   inadequate bandwidth or that are related to third-party hardware, software or services; or

(d)   your failure to follow Absolute's instructions, policies and guidelines associated with the installation and use of the Hosted Service.

6.   Support Response Commitment

Severity levels and response times for obtaining support for the Hosted Service from Absolute Technical Support are covered here.