

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT ("SLA") is a part of the services terms ("Services Terms") for the Incapsula Services ("Services"), and specifies the level of Services that will be provided to a purchaser of the Services ("Client").

1. DEFINITIONS

- A. "NI" or 'Network Infrastructure' shall mean the group of Incapsula controlled systems (servers, hardware, and associated software) that are responsible for delivering the Services.
- B. "NI Outage" shall mean a period when the Incapsula NI fails to direct traffic to the Client network.
- C. "PI" or 'Peripheral Infrastructure' shall mean the Incapsula Management Console and its APIs.
- D. "PI Outage" shall mean a period when the Incapsula PI is unavailable, outside a Scheduled Maintenance window.
- E. "Outage" shall mean a NI Outage or PI Outage, as applicable.
- F. "Scheduled Maintenance" shall mean maintenance performed (a) in which Client is provided electronic notice at least 48 hours in advance (notice of Scheduled Maintenance shall be provided to Client's designated point of contact by e-mail), and (b) a recurring weekly maintenance window pertaining to the "PI" every Sunday between 12:00 AM EST and 7:00 AM EST. During this maintenance window the "PI" might be intermittently unavailable.
- G. "Credits" are calculated as described in Section 8 below.
- H. "DDoS Event" shall mean a five (5) minutes or more surge in customer traffic of which at least 30%, measured in Mbps, is considered malicious by Incapsula. A DDoS Event shall be considered to have ended when for at least three (3) consecutive hours 10% or less, measured in Mbps, of the traffic is considered malicious by Incapsula.
- I. Infrastructure Protection On-Boarding shall mean the process of configuring the Incapsula network to support customers that subscribe to the Infrastructure Protection plan. The Infrastructure Protection On Boarding includes four (4) steps:
 - a. Feasibility: Client provides detailed information about its network and any special mitigation service requirements and receives a confirmation from Incapsula to start the on boarding process.
 - b. Provisioning: Incapsula will provision and configure required network resources to support Client's requirements and provide a detailed on-boarding guide
 - c. Provisioning call: Incapsula and Client will schedule a call to review the on-boarding guide and perform all actions necessary to complete the setup for the service
 - d. Testing: Incapsula and Client will conduct tests to validate the setup
- J. "DDoS Mitigation" shall mean that Incapsula's mitigation rules were activated in order to mitigate the DDoS Event
- K. "DDoS Activation" shall mean that Client has completed actions to route traffic through the Incapsula network.

2. UPTIME COMMITMENT

Incapsula commits to a NI annual uptime of 99.999% and a PI annual uptime of 99.95%. In the event of a NI Outage longer than five (5) minutes or a PI Outage longer than four (4) hours, Client will be eligible to receive Credits as described in Sections 7 and 8 below. Client is not eligible to receive Credits for beta or trial services.

3. MITIGATION COMMITMENT

DDoS Mitigation will take place within ten (10) seconds after Client has completed DDoS Activation. For customers that have purchased the Infrastructure Protection Service and the Infrastructure Monitoring Service and have selected the option to allow Incapsula to automatically route traffic through the Incapsula network, DDoS Activation will take place within five (5) minutes after the Infrastructure Monitoring Service has detected a DDoS attack on the customer infrastructure.

4. ON BOARDING COMMITMENT

Incapsula shall complete the Provisioning step (as defined in section 1.I.b) within fourteen (14) business days after receiving all information that is required in the Feasibility step (as defined in section 1.I.a), provided that the requirements specified by Client in the Feasibility step do not include nonstandard requirements such as more than two (2) GRE tunnels per data center, special BGP requirements or dedicated links.

5. MONITORING COMMITMENT

For customers that have purchased and configured the Infrastructure Monitoring Service, Incapsula shall send electronic, phone and text message alerts on a DDoS Event (as defined in section 1.H) occurring on the monitored infrastructure within fifteen (15) minutes from the beginning of the DDoS Event. Notifications will be sent according to the customer preference recorded in the Incapsula Management console.

6. EXCEPTIONS

- A. NI and PI downtime due to the following events shall not be considered a NI Outage or a PI Outage: (a) in cases in which the Client was not routing traffic to the Incapsula network or no Client traffic was affected by the Outage; (b) nonperformance under the Services Terms or misuse by Client of the Services; (c) negligent or unlawful acts by Client or its Authorized Users; (d) problems with Client's or a third party's hardware or software or problems caused by third parties who gain access to the Service by means of Client's accounts or equipment; (e) problems with Client's registrar or DNS provider; (f) network unavailability outside of the NI; or (g) acts of God or events of force majeure.
- B. Client may request that Incapsula restrict Client's traffic processing to a subset of data centers. This SLA for NI uptime shall apply only if the subset of data centers to which traffic processing is restricted includes at least one of the following regions in full:
 - (i) United States
 - (ii) European Union

7. OUTAGE EVENTS AND CREDITS

- A. Submission of Claims. To submit a claim for Credits, Client must open a support ticket in Incapsula's technical support ticketing system no more than seven (7) calendar days (168 hours) after the time in which the Outage occurred and provide detailed descriptions of the Outage, the duration of the Outage, network traceroutes, the site(s) affected and any attempts made by Client to resolve the Outage. The support ticket must include the words "service credit request" in the ticket or email subject line.
- B. Review of Claims. Incapsula will use all information reasonably available to it to validate claims and make a good faith judgment on whether there was an Outage and if Credits apply.

8. CREDIT CALCULATIONS

- A. For each day in which Client is eligible to receive Credits under this SLA (Incapsula does not meet its Uptime Commitments, Mitigation Commitment or Monitoring Commitment), Client will receive Credit, in the dollar value equal to one thirtieth (1/30) of the monthly amount due from Client for the specific service that experienced the outage, in the case of a monthly invoice schedule or one three hundred and sixty fifth (1/365) of the annual amount due from Client for the specific service that experienced the outage, in the case of an annual invoice schedule.
- B. Application of Credits to Client Account. Credit(s) due to Client shall: (1) not exceed thirty (30) in any one month period; and (2) be applied to Client's account by crediting the value of the Credit(s) against Client's future charges or invoices for Services.

9. TECHNICAL SUPPORT

A. Method of Communication.

- 1. Client may contact technical support as follows:

Ticketing System at <http://support.incapsula.com>
 Email: support@incapsula.com
 Telephone: as published at www.incapsula.com (Client must state that the company is on an Enterprise Plan)

- 2. Only Client or Client's authorized user may contact Incapsula technical support. Incapsula may, from time to time, develop additional methods for Client and/or its authorized users to contact the technical support staff, and will make information regarding such methods available on the Incapsula website.

B. Scope of Technical Support.

- 1. Client Support for the Service covers (i) development and production issues for the Service; (ii) Informational and implementation questions about the Service and Service features; and (iii) troubleshooting operational problems with the Service.
- 2. Client Support does not include code development or debugging of Client web site(s) or software.

C. Response Times and Availability.

Standard Support:

Categorization	Criteria	Initial Response Time	Status Update
Level 1 – Urgent	Severe business impact on, or downtime of, Client's service to its customers, caused by a malfunction in the Services	2 hour	2 hours
Level 2 – High	Degradation of a Client's services to its customers, caused by a malfunction in the Services; PI Outage	4 hours	1 Business Day
Level 3 – Medium	Other error that does not prevent Client from providing service to its customers.	1 Business Day	4 Business Days

1. Client acknowledges that not all Level 3 problems will require a workaround. Incapsula may, in its reasonable discretion, respond to a Level 3 problem by making correction of the error a feature request.
2. For Level 1 and Level 2 incidents, Client shall initiate contact with Incapsula Support via telephone and indicate the probable category of the incident. Telephone Support is available 24x7x365 for all Level 1 and Level 2 issues and during normal business hours for Level 3 issues. For Level 3 incidents, Client may email or telephone Incapsula.
3. Incapsula business hours are Monday through Friday, 8:00-18:00 Eastern Time.

Premium Support

Categorization	Criteria	Initial Response Time	Status Update
Level 1 – Urgent	Severe business impact on, or downtime of, Client’s service to its customers, caused by a malfunction in the Services.	30 minutes	2 hours
Level 2 – High	Degradation of a Client’s services to its customers, caused by a malfunction in the Services; PI Outage	1 hours	1 Business Day
Level 3 –Medium	Other error that does not prevent Client from providing service to its customers	8 hours	4 Business Days

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2. For Level 1 and Level 2 incidents, Client shall initiate contact with Incapsula Support via telephone and indicate the probable category of the incident. Telephone Support is available 24x7x365 for all Level 1 and Level 2 issues and during normal business hours for Level 3 issues. For Level 3 incidents, Client may email or telephone Incapsula.
3. Incapsula business hours are Monday through Friday, 8:00-18:00 Eastern Time.

D. Resolved Queries.

An issue is considered resolved when (i) the issue is solved; (ii) the source of the issue is determined to lie with a third party; or (iii) Client does not respond to a request from Incapsula within seven (7) consecutive days after Incapsula’s request.