

SERVICE LEVEL AGREEMENT

Prisma SD-WAN

For its Prisma® SD-WAN SaaS Subscription Service, Palo Alto Networks commits to using commercially reasonable efforts to achieve a 99.99% level of dataplane availability due to Prisma SD-WAN portal outages. "Dataplane" means all physical or virtual components through which the Customer's data traffic flows. Any disruption of the Prisma SD-WAN portal should not impact the functionality of the Customer's dataplane.

Service Level Commitment: Dataplane Monthly Uptime Availability	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.9%	5
Less than 99.9% but equal to or greater than 99%	15
Less than 99%	25

1. Service Level Commitments

1.1 Uptime Availability SLA. Service availability is calculated for each location of the CloudGenix-supplied or Prisma SD-WAN-supplied hardware ("Branch"). If, during any calendar month, the service availability falls below 99.99%, the Customer must submit a claim for credit, calculated as follows:

Monthly Uptime Availability is calculated by subtracting from 100% the percentage of minutes during any calendar month the dataplane is not available. This calculation excludes downtime resulting from any planned outage wherein Palo Alto Networks had provided prior notice or any emergency outage making it impracticable for Palo Alto Networks to issue advance notice and taking into account the exclusions set forth in section 1.2:

$$\text{Availability} = \frac{(\text{Total} - \text{Downtime} - \text{Excluded})}{100 (\text{Total} - \text{Excluded})} \times 100$$

Total = Total number of minutes in a calendar month.

Downtime = Time for which a Branch experiences a complete loss of capability due to Prisma SD-WAN portal outage or malfunction.

Excluded = Excluded time, including criteria specified in section 1.2, "Exclusions."

1.2 Exclusions. This Service Level Agreement shall not apply, and the service shall be deemed available, where the loss of service results from:

- 1.2.1 Customer's equipment, software, technology, and/or third-party equipment, software, or technology (other than third-party equipment, software, or technology under the control of Palo Alto Networks).
- 1.2.2 Failure of the Customer's internet service provider, utility companies, or other vendor(s) the Customer relied on to access the internet.
- 1.2.3 Failure of the Customer to monitor system faults and alarms available in the management portal or via API or SNMP-based monitoring tools.
- 1.2.4 Customer's misconfiguration of service features or settings that are wholly under the Customer's control.
- 1.2.5 Customer's failure to purchase adequate licenses to meet the volume or capacity at which it uses the service, if the SLA would have been met if not for such failure.
- 1.2.6 Any feature or portion of the service marked as "Beta," "Test," "Preview," or the like, indicating that the feature has not been made generally available (also called "production").
- 1.2.7 Any reasonably unforeseeable interruption or degradation in service due to actions or inactions caused by third parties including, but not limited to, force majeure events.
- 1.2.8 Planned and emergency maintenance windows. Palo Alto Networks conducts emergency maintenance to address and mitigate an outage or degradation of service.
- 1.2.9 Scheduled maintenance, high availability, and scaling events.
- 1.2.10 Portal defects and failures (e.g., ION element software, network routing protocol convergence events) that are not based on Prisma SD-WAN.
- 1.2.11 Rightful suspension and/or termination by Palo Alto Networks in accordance with the service agreement.

2. Administration

- 2.1 Notifications.** Customers may, at any time, obtain service status at the [Prisma SASE updates page](#) which provides region-specific status information, and an alerts feature from which Customers may subscribe to receive service notifications. Palo Alto Networks will use commercially reasonable efforts to provide advance notice of service events.
- 2.2 Eligibility.** To qualify to receive benefits under this Service Level Agreement, the Customer must (a) be in good standing (i.e., the Customer shall not be or have been delinquent in paying service fees); and (b) have onboarded the service for at least fifteen (15) days. This Service Level Agreement does not apply to any trials and/or evaluations provided at no cost to the Customer.
- 2.3 Claims Process.** Customers must have enrolled for an account on the Customer Support Portal to open a case and submit a claim. If the Customer believes they are entitled to a service credit, they must: (a) open a case on the [Customer Support Portal](#) within 24 hours of an outage or an incident; and (b) submit a claim on the [Claim Dashboard](#) within 5 business days of the outage. When properly submitted, Palo Alto Networks will use commercially reasonable efforts to adjudicate claims promptly: no later than 15 days after the root cause of the outage has been determined and the case closed. Customers may check on the claim status at any time and may sign up to receive notification when the claim status changes. Adjudicated claims shall be deemed final and may not be submitted again for reconsideration.

2.4 Service Credit Calculation.

- 2.4.1 Service credits are calculated by multiplying the Service Credit Percentage by the proportional monthly service fee, and further prorated by the part of the service affected by the outage:

$$\text{Service Credit} = \text{Service Credit Percentage} \times \text{Monthly Service Fee} \times \text{Service Outage}$$

(see table in section 1) (see 2.4.2) Total Service (see 2.4.4)

- 2.4.2 The monthly service fee attributable to the service excludes fees arising from collateral services Customers may have purchased, such as Professional or Consulting Services, if any. The monthly service fee may be calculated by dividing the one-year service fee by 12, the three-year service fee by 36, etc.
- 2.4.3 For each month, the maximum amount of service credit that Palo Alto Networks shall be liable for is 100% of the monthly service fee paid to Palo Alto Networks.
- 2.4.4 Service Outage and Total Service are measured on a per-Branch basis as experienced by the outage.
- 2.4.5 The service credit will be applied by extending the service subscription term in proportion to the amount of the service credit due to the Customer.
- 2.4.6 The foregoing terms state the sole and exclusive liability of Palo Alto Networks and the Customer's sole and exclusive remedy for any claim of breach of this Service Level Agreement.