



ZPE Systems, Inc.
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Service Level Availability (SLA)

ZPE Cloud Service

ZPE Systems will use commercially reasonable efforts to maximize the availability of ZPE Cloud service.

Definitions

As used herein, "**Quarter**" refers to a calendar quarter and "**Service**" refers to ZPE Cloud service.

"**Availability**" means the percentage of time that the Service is accessible and operational, excluding scheduled maintenance periods or unplanned hot fixes.

"**Scheduled Maintenance Periods**" means periods of time during which the Service will perform planned maintenance on the Service.

"**Downtime**" is calculated on a quarterly basis and is the total number of minutes during the Quarter that a customer lost external connectivity to the Service. A minute is considered unavailable if all your continuous attempts to connect within it fail. Downtime does not include partial minutes of unavailability or scheduled maintenance periods. Downtime starts when the customer reports the service outage and raises a support ticket.

Service Level Availability

ZPE Systems will use commercially reasonable efforts for the Service to maintain a Quarterly Uptime Availability of no less than 99%, which is calculated as follows:

$$((\text{total minutes in Quarter} - \text{Downtime minutes}) / (\text{total minutes in Quarter})) * 100.$$

Historically, over the past two years, our service availability has been above 99%.

SLA Exclusions

Downtime does not include any performance or availability issue that results from:

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Any delay or failure to fulfil its obligations under this SLA due to events beyond its reasonable control, including without limitation natural disaster, war, acts of terrorism, riots, government action, network attacks and/or a network or device failure at your site or between your site and the Service;

The performance or availability of third-party services integrated, improper use, scaling, or configuration of the Service, or failure to follow appropriate security practices with the Service;

Failure of Customer's internet service provider, utility companies, or other vendor(s) Customer utilizes or relies on to access the Service and/or to access the internet;

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;

Scheduled and unplanned maintenance windows;

Any feature or portion of the Service marked or licensed to Customer as "Beta," "Test," "Preview," or the like, indicating that the feature has not been made generally available (aka production);

High Availability events and scaling events;

On-prem device connection failures to the Cloud are not considered outages.