Service Level Agreement

For Versa Hosted and Managed Secure Services Edge Gateways

Versa Networks, Inc. ("**Versa**") will use commercially reasonable efforts to make the Versa Hosted and Managed SSE Service ("**Service**") available with the target availability and latency metrics laid out in these Service Level Agreements ("**SLA Document**"). These Service Level Agreements apply solely to the Service when provided as a 'software-as-a-service' model. These Service Level Agreements are subject to the terms and conditions of the End User Subscription Services Agreement between Versa and the applicable Customer ("**Agreement**"). Capitalized terms not otherwise defined in this SLA Document have the meaning given in the Agreement.

1.   **DEFINITIONS**

a.   "**Acceptable Latency Time Period**" is (i) the total number of minutes in the applicable calendar month minus (ii) the number of minutes where a majority of traffic measured during such minute traverses the Service at or exceeding the Security Processing Latency targets in Section 3.b.

b.   "**Available**" or "**Availability**" means that the Versa Hosted and Managed SSE Service is available for use.

c.   "**Outside Factors**" means downtime or outages caused by circumstances beyond Versa's control, including without limitation: (i) Force majeure events, (ii) general internet outages, (ii) failure of Customer's infrastructure or connectivity, (iii) performance issues resulting from any actions or inactions of Customer or its users (including power, connectivity or underlay issues with respect to any on-premise gateways or other portions of the Service which are the responsibility of Customer), (iv) computer and telecommunications failures and delays not within Versa's control, (v) delays or unavailability due to third-party providers, (vi) network intrusions or denial-of-service attacks, and (vii) suspension or termination of Customer's right to use the Service in accordance with the Agreement.

d.   "**Scheduled Downtime**" means: any time scheduled by Versa from time to time as reasonably necessary for maintenance, updating, scaling, emergency maintenance or repair of the Versa Hosted and Managed SSE Service.

e.   "**Standard Service Availability Hours**" means with respect to each day, 24 hours minus Scheduled Downtime during such day.

f.   **"Possible Available Uptime"** means the possible hours of Availability in the calendar month (based on Standard Service Availability Hours) minus downtime caused by Outside Factors during the applicable calendar month.

g.   **"Versa Data Plane"** is the **data plane of a Secure Service Edge (SSE) gateway** responsible for handling the actual transmission, inspection, and processing of user and application traffic. It is designed to enforce security, optimize traffic, and ensure compliance with organizational policies.

h.   **"Versa Hosted and Managed SSE"** includes the Versa Data Plane for the Versa Hosted and Managed Secure Services Edge Service.

i.   **"Unscheduled Downtime"** means any time when the Versa Hosted and Managed SSE Service is not Available, other than Scheduled Downtime and downtime caused by Outside Factors.

j.   **"Uptime"** means the time when the Versa Hosted and Managed SSE Service is Available.

k.   **"Versa Head-End"** means the management plane of Versa Hosted and Managed SSE Service, which consists of Versa Director, Versa Controller and Versa Analytics, Versa Messaging Service, Versa Concerto.

2.   **VERSA HOSTED AND MANAGED SSE SERVICE AVAILABILITY**

*In the unlikely event that Versa does not meet the target metrics in this SLA Document, Customer will be eligible to receive a service credit as set forth in this SLA Document (**"Service Credit"**). Versa's provision of the Service Credits constitutes Versa's sole liability and entire obligation, and Customer's exclusive remedy, for any missed Service Level Objective. Customer may not unilaterally offset any fees or other amounts under the Agreement.*

In connection with the Service, Versa will endeavor to provide customers the Service in accordance with the below Service Agreements.

a.   **Uptime SLA Percentage**. Versa will endeavor to provide the Service with a target Uptime average of 99.999% (**"Uptime SLA Percentage")** measured monthly and exclusive of Scheduled Downtime and downtime caused by Outside Factors. The Uptime SLA Percentage will be calculated as:

$$\frac{(\text{Possible Available Uptime} - \text{Unscheduled Downtime})}{(\text{Possible Available Uptime})} \times 100$$

b.   **Scheduled Downtime**. Versa will use commercially reasonable efforts to minimize the effects of Scheduled Downtime on Customer's regular business operations. For the purposes of this SLA Document, Customer requested maintenance activity will be considered Scheduled Downtime, excluding requests to resolve existing Unscheduled Downtime.

c.   **Service Level Credit**. Subject to the applicable assumptions, dependencies and exceptions provided under this SLA Document, in the event the Uptime SLA Percentage is not met in any month during the subscription term, Customer will be eligible to receive a service credit as described in the table below ("**Service Credit**"):

% Uptime (per calendar month)	Service Credit
≥99.9 but less than 99.999	2 days
≥ 99.0 but less than 99.9	5 days
≥98.0 but less than 99.0	10 days
< 98.0	24 days

d.   **Service Credit Eligibility and Request**. To be eligible to receive a Service Credit:

i.   Customer must notify Versa of the missed SLA Uptime Percentage by opening a support ticket with Versa and report the issue within [2] calendar days following the end of the applicable month.

ii.   Customer must request the Service Credit in writing and include the support ticket number in such written request. All requests for a Service Credit are subject to Versa's validation of the applicable support ticket and support ticket number, such validation shall be conducted in good faith, and Versa's determination regarding the eligibility and issuance of the Service Credit shall be final and binding.

iii.   Customer to connect redundant gateways in the region to get high availability. All gateways configured for the Customer in the applicable region (ex. Americas, EMEA, APAC) must be down and/or unavailable. Availability of at least 1 gateway in the region is considered 100% availability.

iv. On premises Customers must not have contributed to a delay in Versa's provision of corrective measures.

e. Versa shall apply any Service Credits to future invoice payments otherwise owed by the Customer for software fees under the terms of the Agreement. For the avoidance of doubt, any downtime occurring prior to the successful submission of a Service Credit claim shall not be considered or credited toward any future Service Credit claims. The Customer expressly acknowledges that Service Credits do not constitute penalties, liquidated damages, or an estimation of any loss or damages that may be incurred by the Customer.

By way of example, if the uptime achieved is equal to or greater than 99.9% but less than 99.999%, and the Customer is entitled to 2 days' worth of Service Credits, with annual charges for the affected services totaling $36,500, the Customer shall receive a credit of $200, calculated as $36,500 divided by 365 days. Similarly, if the uptime achieved is equal to or greater than 99.0% but less than 99.9%, the Customer shall be entitled to 5 days' worth of Service Credits, as set forth in the table under Section 2.C.

3. **Versa Hosted and Managed SSE Service Latency**

a. **Processing Latency**: "**Security Processing Latency**" refers to the time, measured in milliseconds, that traffic takes to traverse the Service before exiting. This involve the Versa data plane that processes customer traffic.

b. **Traffic and Latency Targets**: The following table outlines the latency targets for different types of traffic:

Traffic Type	Time in ms
VOS™ cache lookup, no TLS decryption and encryption	<=10
Anti-Virus, malware detection and IPS with TLS decryption and inspection	<=50

c. **Security Processing Latency Percentage**: Versa will endeavor to provide the Versa Hosted and Managed SSE Service with the target Security Processing Latency time or less during 99.9% of Uptime ("**Security Processing Latency Percentage**") measured monthly (exclusive of Scheduled Downtime and downtime caused by Outside Factors). The Security Processing Latency Percentage is only applicable for traffic traversing the Versa Hosted and Managed SSE Service. The Security Processing Latency Percentage will be calculated as:

$$\frac{(Acceptable\ Latency\ Time\ Period)}{(Possible\ Available\ Uptime)} \quad x100$$

d.   **Exclusions**: The Security Processing Latency service level objective does not apply to the following exclusions:

    i.   **DB lookup:** Traffic that undergoes database lookup in the Versa Security package database that is part of the Versa Head-End.

    ii.   **Cloud lookup:** Real-time traffic sent to cloud and security infrastructure that is external to the Versa Operating System (VOS™)and Versa Head-End.

    iii.   **Beta Features**: Any feature or function of the Versa Hosted and Managed SSE Service identified as "Beta," "Test," "Preview," or other similar designation indicating that the feature or function has not been made generally available to Versa customers.

    iv.   **Third-party SaaS Applications Latency**. Latency and downtime at or caused by a third party 'software-as-a-service' application or the third-party provider of such SaaS application, including any and all service degradation events caused by the provider of a third-party SaaS application.

    v.   **Customer configurations**. Any latency caused by traffic redirection via a non-cloud default path arising from customer's configurations.

          Customer network connection issues. Any connectivity or latency issues caused by interruption of or instability in Customer's network (ex. WIFI connection issues).

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