



F5 END USER SERVICES AGREEMENT  
SERVICE LEVEL AGREEMENT

Last updated: August 5<sup>th</sup>, 2024

**Introduction and Applicability.** This Service Level Agreement (“SLA”) applies to your access and use of the applicable SaaS Offering(s) purchased under the End User Services Agreement (“Agreement”). This SLA is divided into the following sections, and each section will include specific information about the applicable SaaS Offering:

- **Section 1: Monthly Uptime Percentages or other Performance Standards**
- **Section 2: Service Credits**
- **Section 3: Miscellaneous Terms**
- **Section 4: Definitions**

This SLA is subject to the terms of the Agreement and states your sole and exclusive remedy for any failure by us to meet any of the service levels or responsiveness targets described herein. Capitalized terms not defined here have the meaning set forth in the Agreement.

- 1. Monthly Uptime Percentages or other Performance Standards.** Subject to the terms and conditions of this SLA and the Agreement, we will use commercially reasonable efforts to make the SaaS Offering(s) available to you at least at the applicable Monthly Uptime Percentages described below, or in conformance with the stated performance standards (each, a “Performance Standard”). If the applicable service SaaS Offering does not meet the Monthly Uptime Percentage or we fail to meet the Performance Standards during an Applicable Monthly Period as confirmed by us, you may be eligible to receive a Service Credit.

Distributed Cloud Web Application Firewall and Silverline Web Application Firewall (collectively “WAF”) API Security Client-Side Defense Bot Defense Standard Services (Distributed Cloud and Silverline) Distributed Cloud Mesh Distributed Cloud App Stack Distributed Cloud Network Connect Distributed Cloud Load Balancer Distributed Cloud App Connect Distributed Cloud DNS, Distributed Cloud DNS Load Balancer Distributed Cloud Synthetic Monitoring Distributed Cloud CDN	
Monthly Uptime Percentage or Performance Standard	Description
99.999%	Subject to the special conditions below, we will use commercially reasonable efforts to make the SaaS Offerings in this table available to you at least at the

	Monthly Uptime Percentage of time in the Applicable Monthly Period.
<b>Initial Support Response: 15-60 minutes</b>	The amount of time within which we will respond to an initial support request (e-mail / call) from you.  <b>This is subject to the support level you have purchased.</b>

**Special Conditions:** Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage.

F5 Distributed Cloud L3/4 DDoS Protection & F5 Silverline L3/4 DDoS Protection Service (collectively, "F5 L3/L4 DDoS Protection Service")	
Monthly Uptime Percentage or Performance Standard	Description
<b>100%</b>	Subject to the special conditions below, we will use commercially reasonable efforts to make the F5 L3/L4 DDoS Protection Service Available to you at least at the Monthly Uptime Percentage of time in the Applicable Monthly Period.
<b>Auto-mitigation</b>	F5 L3/L4 DDoS Protection Services will start to mitigate an attack as soon as it is detected. The platform learns normal traffic patterns and enables as soon as anomalous traffic patterns are apparent. Further mitigations may also be applied by the SRE/SOC teams as required.
<b>Time to Notify (TTN): 15 minutes</b>	This is the <u>maximum</u> allowable time that we will have to notify you that a DDoS attack is underway.
<b>Time to begin Mitigation (TTM): 5 minutes</b>	This is the <u>maximum</u> allowable time that we will have in order to begin mitigation of a DDoS attack. <ul style="list-style-type: none"> <li>For <i>Always Available F5 L3/L4 DDoS Protection Services</i>, this means the elapsed amount of time beginning when your traffic begins transiting the DDoS Network and ending when the first mitigation is applied.</li> <li>For <i>Always On F5 L3/L4 DDoS Protection Services</i>, this means the elapsed amount of time beginning when a DDoS alert has been generated and recorded in the F5 User Portal and ending when the first mitigation is applied.</li> </ul>
<b>Support Escalation Time: 15 minutes</b>	This is the maximum allowable time that we will have in order to escalate an attack incident to Tier 2 Support or Tier 3 Support.

**Special Conditions:** (i) Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage. (ii) You must have a current subscription to an Always-On or Router Monitoring Service in order to receive the benefit of the TTN performance standard. (iii) We will achieve monitoring of these SLAs through the use of tools in the F5 Security Operations Center. (iv) You authorize and consent to us

performing mitigation actions on your traffic when transiting the F5 DDoS Network, and you must provide an express, written communication for any exceptions to this consent.

Distributed Cloud Authentication Intelligence Aggregator Management Account Protection Bot Defense Advanced Bot Defense Premium	
Monthly Uptime Percentage or Performance Standard	Description
99.999%	Subject to the special conditions below, we will use commercially reasonable efforts to make the applicable Distributed Cloud SaaS Offering Available to you at least at the Monthly Uptime Percentage of time in the Applicable Monthly Period.
<b>Initial <u>Support</u> Response: Less than 60 minutes</b>	This is subject to the Support Agreement that you have purchased. This is generally addressed by a less than 60 minutes initial response time.
<b>Root Cause Analysis for Severity 1 or Severity 2 Incident: 24 hours (draft); 7 days (final)</b>	We will provide a report that describes the event, technical causes, remediating action, and long-term plans for prevention.

**Special Conditions:** Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage.

NGINXaaS for Azure	
Monthly Uptime Percentage or Performance Standard	Description
99.95% Uptime	Subject to the special conditions below, we will use commercially reasonable efforts to make NGINXaaS for Azure available to you at least at the Monthly Uptime Percentage of time in the Applicable Monthly Period.

**Special Conditions:** Periods of Excluded Downtime are not included in the calculation of the Monthly Uptime Percentage. Notwithstanding anything herein to the contrary, this SLA does not apply to the 'Basic' tier of NGINXaaS for Azure.

**2. Service Credits.**

- a. **Applicable Service Credits** If we fail to meet the Monthly Uptime Percentage or Performance Standard, you will be entitled to apply for the applicable Service Credit described below.

WAF API Protection and Bot Standard Services (Distributed Cloud and Silverline) Authentication Intelligence Aggregator Management Client-Side Defense Account Protection Bot Defense Advanced and Bot Defense Premium Distributed Cloud Mesh Distributed Cloud App Stack Distributed Cloud Network Connect Distributed Cloud Load Balancer Distributed Cloud App Connect Distributed Cloud DNS Distributed Cloud DNS Load Balancer Distributed Cloud Synthetic Monitoring Distributed Cloud CDN	
Monthly Uptime Percentage or Performance Standard (subject to a 60-minute notification time from you to us)	Service Credit
Service Outage greater than 25 consecutive seconds	2 days of Service Credit
Service Outage greater than 60 consecutive minutes	5 days of Service Credit
Service Outage greater than 24 consecutive hours	10 days of Service Credit
Initial Incident Response: 15 minutes (for Managed Services)	1 day of Service Credit

F5 L3/L4 DDoS Protection Service (Distributed Cloud and Silverline)	
Monthly Uptime Percentage or Performance Standard (subject to a 60-minute notification time from you to us)	Service Credit
Service Outage	2 days of Service Credit
Service Outage greater than 60 consecutive minutes	5 days of Service Credit
Service Outage greater than 24 consecutive hours	10 days of Service Credit
Time to Notify (TTN): 15 minutes	1 day of Service Credit
Time to Mitigate (TTM): 15 minutes	1 day of Service Credit
Initial Incident Response: 15 minutes	1 day of Service Credit
Support Escalation Time: 15 minutes	1 day of Service Credit

NGINXaaS for Azure	
Monthly Uptime Percentage or Performance Standard (subject to a 60-minute notification time from you to us)	Monthly Service Credit
Less than 99.95% but greater than 99.0%	10% reduction in the Applicable Monthly Fee
Less than 99.0%	25% reduction in the Applicable Monthly Fees for the month affected.

**b. Application Process for Service Credits** To receive a Service Credit for any failure by us to achieve the Monthly Uptime Percentage or Performance Standard, you must submit a claim by opening a support case by emailing support@f5silverline.com for F5 Silverline SaaS Offerings or [support@f5.com](mailto:support@f5.com) for the Distributed Cloud SaaS Offerings and NGINXaaS on Azure. The following eligibility requirements apply:

- 2.2.1** You must be subscribed to the SaaS Offering from the time the purported failure occurred through the time you submit the claim and the Service Credit is issued;
- 2.2.2** The credit request must be received by us within 2 months of the Applicable Monthly Period in which the purported failure occurred; and subject to the 60-minute notification of the outage to us.
- 2.2.3** The request must include (i) “SLA Credit Request” in the subject line, (ii) the dates, times and/or month, as applicable, in which the failure occurred that you are claiming, and (iii) any other information that documents or corroborates the purported failure.

If approved by us, the Service Credit will be issued during the next applicable scheduled billing period, or upon subscription renewal. The Service Credit will be issued toward the same SaaS Offering under your Account for which the Service Level has not been met and is not transferable to another SaaS Offering or Account. Your failure to provide the request and other information as required above may disqualify you from receiving a Service Credit.

**3. Miscellaneous Terms.**

- a. Exclusions** This SLA does not apply to (i) any SaaS Offerings that are offered to you on an “Evaluation” basis or to any Preview Services; (ii) any SaaS Offerings that are provided to you for no fee; (iii) availability of any control panel or management interface where the availability of the SaaS Offering itself is not materially impacted; or (iv) any errors (a) caused by factors outside of our reasonable control including without limitation your use of Self-Service Functionality; (b) that resulted from your software or hardware or third party software or hardware, or both; (c) that resulted from abuses or other behaviors that violate the Agreement.
- b. Modification** We reserve the right to change or modify this SLA in accordance with the Agreement.
- c. Additional Silverline Termination Rights** In addition to the termination rights in the Agreement, you may terminate the Silverline SaaS Offering without penalty if (i) A particular Service Outage that you have reported lasts for 48 or more consecutive hours; or (ii) Service Outages (each lasting at least 60 consecutive minutes) occurs on any 5 days in a 90-day period.

If you provide a termination notice in accordance with this Section, we will promptly refund, or cause the F5 Authorized Distribution Partner to promptly refund, to you a pro-rata amount of any unused fees prepaid by you in relation to such terminated Silverline SaaS Offering, calculated from the date of termination.

- d. Exclusive Remedy** With exception of any remedies available to you in the Agreement and/or at law where the same event giving rise to a failure to meet a Service Level also constitutes a breach under the Agreement, the Service Credits and the termination rights set forth in this SLA (including any pro-rata refund) set forth your sole and exclusive remedy for Service Outages or other failures to meet applicable Service Levels set forth herein.

- e. **Disclaimer** THIS SLA DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SAAS OFFERINGS ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS SLA DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

4. **Definitions.**

**“Applicable Monthly Period”** means each month during a Service Term in which you are entitled to access the applicable SaaS Offering(s).

**“Applicable Monthly Fees”** means the total fees paid or payable by you for a SaaS Offering during an Applicable Monthly Period in which a Service Level has not been met for such SaaS Offering, and in which a Service Credit is owed.

**“Available”** means the SaaS Offering is available for access and use by you materially in accordance with the functional specifications set forth in the applicable documentation.

**“Excluded Downtime”** means the period of time attributable to: (i) a scheduled downtime for which you have been notified at least five (5) business days prior to such scheduled downtime; (ii) a period of suspension described in the Agreement; (iii) unavailability caused by factors outside of our reasonable control, such as a force majeure events or Internet access or related problems beyond the demarcation point of the SaaS Offering; (iv) violations of the Acceptable Use Policy; (v) other negligent or unlawful acts committed by you actively or by omission; or (vi) your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control). Whether Excluded Downtime is present shall be determined solely by us in our good faith discretion supported by records, data and other evidence collected by us or provided by you.

**“Monthly Uptime Percentage”** is calculated by subtracting from 100% the percentage of total minutes during the billing month in which the SaaS Offering subscribed to by you experiences Downtime.

**“Self-Service Functionality”** means functionality provided by F5 in connection with certain SaaS Offerings, which enables Customer to administer, direct, and control the operation and functioning of certain aspects of the SaaS Offerings (for example, managing endpoint configurations, modification, deployment and reversion of security policies, control of allowlists, and certificate management).

**“Service Credit”** means a percentage of your overall monthly subscription fees (based in US Dollars) for the SaaS Offering credited to you following a claim approval. For clarity, a “day of Service Credit” means the daily fees paid or payable for the Applicable Monthly Period, calculated by dividing the Applicable Monthly Fee by the number of days in the Applicable Monthly Period.

**“Service Level(s)”** means those service level(s) for the SaaS Offering(s) set forth in Section 1 above.

**“Service Outage”** means that the applicable SaaS Offering did not respond to DNS or HTTP queries for more than that specified in the SLA for that service, except for Excluded Downtime.

**“Severity 1 Incident”** means an incident that renders the applicable SaaS Offering inoperative or causes it to fail catastrophically.

**“Severity 2 Incident”** means an incident that affects the operation of the Service in a manner that materially degrades Customer’s use thereof.

**“Tier 2 Support”** means security engineering specialists trained to identify most DDoS attack incidents, apply mitigations, and fully manage an attack with the customer.

**“Tier 3 Support”** means involvement of engineering specialists to identify and verify all DDoS attack incidents and begin mitigation.