

The remedies set forth within this SLA are only applicable to customers using a Traffic Guard **Enterprise** subscription (*powered by Imperva Incapsula*) and are your sole and exclusive remedies for any failure of the service.

TRAFFIC GUARD INFRASTRUCTURE

Traffic Guard infrastructure means the group of Incapsula controlled systems (servers, hardware, and associated software) that are responsible for delivering the Traffic Guard service.

GUARANTEES

99.999% uptime for Traffic Guard infrastructure.

DOWNTIME

Downtime exists when the Traffic Guard infrastructure fails to direct web traffic to the site defined within the Traffic Guard dashboard, arising as the direct result of a Traffic Guard infrastructure failure. It does not include failures caused by third party networks, public Internet exchanges, or failures caused by web server unavailability (where the web server is also provided by Layershift, its availability may be covered within the scope of a different SLA).

REMEDIES

Due to the service architecture, Traffic Guard infrastructure downtime is unlikely to cause a total outage. Therefore service credits are provided proportionally according to the level of service impact as determined by the ratio of unique visitors affected (as measured by IP address) vs. total unique visitors (as measured by IP address).

Service credits as a percentage of the monthly fees for your Traffic Guard Enterprise subscription:

Uptime	Credits from monthly fees	
Over 99.999%	-	<i>multiplied by the ratio of affected vs. total unique visitors (measured by IP address)</i>
<99.999%	3%	
<99.98%	10%	
<99.97%	20%	
<99.9%	50%	

PERIPHERAL INFRASTRUCTURE

Peripheral infrastructure refers to the application access and configuration management provided via the Traffic Guard dashboard or API.

GUARANTEES

99.5% uptime for peripheral infrastructure.

DOWNTIME

Downtime exists when the peripheral infrastructure is unavailable, outside a scheduled maintenance window.

REMEDIES

Service credits as a percentage of the monthly fees for your Traffic Guard Enterprise subscription:

Uptime	Credits from monthly fees
Over 99.5%	-
<99.5%	3%
<98.5%	10%
<97.5%	20%

SERVICE CREDIT CONDITIONS

- i. The total value of service credits issued for any service in any one (1) month cannot exceed 100% of the monthly fees paid for that service, or monthly fees on a pro-rata basis if the payment period is not monthly.
- ii. Requests for service credits must be submitted in writing to our billing department within 5 business days of the related incident, and must include a detailed description of the outage, the outage duration, network traceroutes, and the affected URLs.
- iii. You must open a support case during the failure in question, including detailed information about the problem experienced and steps to reproduce the error symptoms. In most circumstances this will be considered as the start time for the downtime.
- iv. Service credits are non-transferable and may only be applied to future service delivery on the account they're issued to, and cannot be exchanged for cash or other forms of payment. Any outstanding or previously accrued service credits will be forfeited upon cancellation of the Customer's account.
- v. All downtime measurements will be exclusively at our discretion, and our sole decision in respect of service credit entitlement and amount will be final and binding.
- vi. Free trial accounts, accounts that are past-due, have been in payment arrears two (2) or more times in the previous twelve (12) months, or have outstanding AUP violations, waive any right to claim under this SLA.
- vii. Excludes periods of scheduled and emergency maintenance, issues arising due to acts or omissions of the Customer, or the occurrence of a Force Majeure event.
- viii. Excludes outages caused by misconfiguration by the Customer or their representatives.