

Service Level Agreement

This Service Level Agreement (“SLA”) defines Lookout’s service level commitments in the delivery of specified Cloud Security Services to our Customers. It describes the methods for measuring service level attainment, incident handling, and the exclusive remedies available to Customers if commitments are not met.

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I. General Definitions. Any capitalized terms not defined herein shall have the meaning as set forth in the End User License Agreement (hereinafter the “Agreement”).

1. “Administrative Access” means access to the administrative console.
2. “API Service” means a Cloud Security Service deployed via an application programming interface, or a software intermediary used to allow two applications to exchange data.
3. “Customer” means Lookout customers with current and valid agreements to license one or more Cloud Security Service(s).
4. “Emergency Maintenance” means situations where Lookout may need to respond to events outside of Standard Maintenance Windows, which if not addressed in a timely manner could result in an outage or adversely impact the Cloud Security Services. A notice of the Emergency Maintenance will be provided to Customer with the relevant details that would normally be included with any maintenance notification and will be provided at as soon as practicable.
5. “Excluded Downtime” means the following times which shall not be counted as outage downtime. Any unavailability caused by:
 - a. A Force Majeure Event, Standard Maintenance, or Emergency Maintenance – as defined herein,
 - b. Systems, data center, hardware, or software outside of Lookout’s reasonable control, including third party software and third-party webpage,
 - c. Failures in Customer hardware, equipment, internet access or network functionality, and
 - d. Network intrusions and denial of service attacks, provided that Lookout shall in all cases use industry best practices to prevent such events.
6. “Force Majeure Event” means Lookout is not responsible for, and this SLA does not apply to, any availability issues caused by circumstances beyond Lookout’s reasonable control, including without limitations, acts of God; acts of government; flood; fire; earthquake; civil unrest; acts of terror; strikes or labor problems; overall internet congestion, slow down or unavailability; computer, internet or telecommunications failure or delays involving hardware or software not within Lookout possession or reasonable control, and network intrusions or denial of service attacks.
7. “Inline Service” means those Cloud Security Services deployed as to allow for real-time visibility and control, and configured by Customer or Lookout, as applicable, for failover to alternate Lookout data centers. Inline Services exclude Administrative Access and API Service.
8. “Standard Maintenance Windows” means: Monday through Friday from 12am to 6am Pacific (U.S.) Time.
9. “Unplanned Downtime” means the total minutes available in the month outside of the Excluded Downtime.

II. Service Availability. The Cloud Security Service will be Available based on the service delivery method as outlined below. Inline Service Availability and API Service Availability will be collectively referred to throughout the remainder of the document as “Service Availability.” Lookout shall calculate any Unplanned Downtime using Lookout's system logs and other records.

A. Service Availability.

1. The Inline Services will be Available (as defined herein) 99.99% of the total hours during every month Customer uses the Cloud Security Services, excluding Excluded Downtime

(“Inline Service Availability”). With respect to Inline Services, “Available” means the availability of a Lookout data center providing the Inline Services to accept data packets and transmit to/from Internet destinations, and does not include Administrative Console or API Services.

2. The API Services will be Available (as defined herein) 99.95% of the total hours every month Customer uses the Cloud Security Services, excluding Excluded Downtime (“API Service Availability”). With respect to API Services, “Available” means the time the Cloud Security Services are available for access and use by Customer and Customer’s users over the Internet, and all features and functions of the Cloud Security Services, including Administrative Console and API Service, are operational in material conformity to the applicable Documentation.

III. Customer Obligations. For this SLA to apply, (i) Customer must subscribe to the Cloud Security Service that provides the applicable Service Level Agreement, (ii) Customer’s network must be properly configured pursuant to the Documentation. This SLA does not apply to (i) any beta, proof-of-concept, or trial services or (ii) any errors or diminished performance that result from Customer’s abuse or misuse of the Cloud Security Service or other behaviors that violate the Agreement.

IV. Service Credits.

- A. Claims Process. In the event Lookout fails to meet its Service Availability during any month and Customer was negatively impacted, Lookout will provide, as the sole and exclusive remedy, Service Credits for the applicable Cloud Security Services. To initiate a Service Credit claim under this SLA, Customer shall submit a request to esupport@lookout.com within ten (10) days of the event and include the dates and times of the unavailability. If the unavailability event is confirmed by Lookout, Customer will be eligible for a Service Credit that will be applied to Customer’s account to offset future Support Fees for the subsequent renewal Subscription Period. Lookout will issue Service Credits to the Partner responsible for Customer’s renewal Cloud Security Services order. In the event Customer opts not to renew the Cloud Security Services, Lookout will issue the Service Credit to Customer within ninety (90) days from the end of the current Subscription Period in accordance with Lookout’s standard wire requirements. Customers who are in default with respect to any material contractual obligations to Lookout are not eligible for any Service Credits under this SLA.
- B. Credit Calculation.

As the sole and exclusive remedy for breach of the SLA, Lookout will provided a credit against Support Fees payable to Lookout (“Service Credits”) in the following amounts: (i) if Service Availability during any rolling 30-day period is less than 99.95% but above 99.0%, then Lookout will provide a Service Credit of 5% of the monthly Support Fees actually paid during that month; and, (ii) if Service Availability during any calendar month is less than 99.0%, then Lookout will provide a Service Credit of 10% of the monthly Support Fees actually paid during that month.

V. Notice and Update. Lookout reserves the right to update this SLA from time to time after providing thirty (30) days advance notice. Notices will be sufficient if provided to the administrator of your Cloud Security Service account either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the log-in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer’s account.

VI. Lookout Incident Contact. Lookout Support will be the primary contact for all Customers.