

Mobile Endpoint Security (MES) Service Level Agreement Exhibit

1. General

This Service Level Agreement (“SLA”) sets forth the Parties’ agreement with respect to the service level availability and incident handling for the MES Services. Terms not otherwise defined herein shall have the meanings set forth in the MES Service License Agreement.

2. Definitions

“Emergency Maintenance” - See Appendix 1 (Maintenance Windows).

“Excluded Downtime” means the following times which shall not be counted as outage downtime.

Any unavailability caused by:

- A Force Majeure Event,
- Systems, hardware or software outside of Lookout’s reasonable control, including third party MDM software, such as MobileIron, Airwatch and etc.,
- Network intrusions and denial of service attacks, provided that Lookout shall in all cases use industry best practices to prevent such events,
- System Maintenance - see Appendix 1 (Maintenance Windows), and
- Emergency Maintenance - see Appendix 1 (Emergency Maintenance)

“Unplanned Outage” means the total minutes available in the month outside of the Excluded Downtime.

3. Service Availability Guarantee

Lookout commits to provide 99.9% uptime with respect to the Feature Components (defined below) during each calendar month of the Subscription Period, excluding Excluded Downtime (“Service Availability”). Lookout shall calculate any service level downtime using Lookout's system logs, external monitoring points on the U.S. West Coast & U.S. East Coast, and other records.

Lookout uses the following formula to calculate Service Availability:

$$\frac{\text{Total} - \text{Unplanned Outage} - \text{Excluded Downtime (Times)}}{\text{Total}} \geq 99.9\%$$

Total – Excluded Downtime

4. Feature Components

Featured Components of the MES Services include the Administrative Console and customer portal used by Customers to protect their mobile devices, as well as the infrastructure required to enable the below core functionalities:

- Ability to login or authenticate to the customer portal (MTP Login), and
- Ability to display device views within the MTP Console (MTP Login and Device View).

5. Lookout Incident Contact and Incident Handling

- a) Unless otherwise specified in Lookout MES Service License Agreement, Lookout Support will be the primary contact for all Customers. Please see the Support Exhibit to the MES Services License Agreement for support contact details.
- b) Lookout will be responsible for coordinating all incident isolation, testing and repair work for the Feature Components. Lookout will provide status updates on a regular interval based on the severity of the event.

6. Failure to Achieve Availability Guarantee

In the event Lookout fails to meet its Service Availability commitment and Customer was negatively impacted (i.e. Customer attempted to log into the Administrative Console and failed due to an outage), Lookout will provide, as the sole and exclusive remedy and subject to Customer's request, Service Credits in accordance with the table below. "Service Credits" are calculated as a percentage of the total charges paid by Customer for the Services each month, or Customer's Services Fees divided by 12, as follows:

Service Availability Service Credits

99.9% - 99.0% = 5%

Less than 99.0% = 10%

7. Reporting Claims

To receive a Service Credit under this SLA, Customer shall submit a request to esupport@lookout.com within ten (10) days of the end of the applicable calendar month and include the dates and times of the unavailability. If the percentage of uptime applicable to the month of such request is confirmed by Lookout to be below 99.9%, Customer will be eligible for a Service Credit that will be applied to Customer's account to offset future Services Fees attributable to Support Services for the subsequent renewal Subscription Period. Service Credits cannot be exchanged for, or converted to, monetary compensation. The aggregate maximum number of Service Credits to be issued by Lookout for any and all downtime in a single calendar month shall not exceed 10% of the Services Fee attributable to Support Services paid by Customer for the affected Services.

Customers who are in default with respect to any material contractual obligations to Lookout are not eligible for any Service Credits under this SLA. Service Credits are valid for one year from the month for which the Service Credits were issued.

8. Notice/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 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.

APPENDIX 1

Maintenance Windows

- System Maintenance means any planned downtime that Lookout has provided at least 24 hours prior notice.
- Standard Maintenance Windows for North America, Canada and South America are:
 - Monday through Friday from 8pm to 10pm Pacific (U.S.) Time, and Friday 10pm to 2am Pacific (U.S.) Time;
 - Monday through Friday from 12am to 2am Pacific (U.S.) Time; or
 - Monday through Friday from 4am to 6am Pacific (U.S.) Time.
- Standard Maintenance Windows for Europe and Asia are:
 - Monday through Friday from 8am to 10am Pacific (U.S.) Time, and Friday 10am to 2pm Pacific (U.S.) Time;
 - Monday through Friday from 12pm to 2pm Pacific (U.S.) Time; or
 - Monday through Friday from 4pm to 6pm Pacific (U.S.) Time.
- Emergency Maintenance: Lookout may need to respond to events outside of the above Maintenance Windows, which if not addressed in a timely manner could result in an outage or adversely impact the Service. These events would be considered “Emergency Maintenance.” A notice of the Emergency Maintenance will be provided to Customer with the relevant details that would normally be included with any maintenance notification.