

**AVAST SECURE WEB GATEWAY / AVAST SECURE INTERNET GATEWAY
SERVICE LEVEL AGREEMENT**

1. **Geographic Scope.** This Service Level Agreement (as defined below) applies only to Locations (as defined below) in the following geographic areas:
 - 1.1. For the Avast Secure Web Gateway (the “**Web Gateway**”), EU and the United States, Canada and Mexico.
 - 1.2. For the Avast Secure Internet Gateway (the “**Internet Gateway**”), the United States, Canada, Mexico, Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, Turkey and the United Kingdom.

2. **Certain Definitions.**
 - 2.1. “**Data Packet**” means a unit of data made into a single Internet Protocol (IP) package that travels along a given network path.
 - 2.2. “**DNS Transaction**” means a recursive DNS query you send through the Web Gateway.
 - 2.3. “**Excluded Transactions and Sessions**” means Transactions and Sessions that the Internet Gateway does not process due to: (a) your network’s failure to forward traffic to Avast; (b) a failure by an intermediate ISP (other than third party ISP(s) engaged by Avast or its supplier) to deliver Transactions or Sessions to Avast; (c) a policy change you implemented that causes Transactions or Sessions to drop; or (d) any scheduled maintenance are posted on the Trust Portal at least 5 days before such scheduled maintenance.
 - 2.4. “**EULA**” means the Avast End User License Agreement found [here](#), which governs your use of the Gateway Services.
 - 2.5. “**Gateway Service**” means the Web Gateway or Internet Gateway as the context requires.
 - 2.6. “**Gateway Service Credit**” means the amount of money (calculated in U.S. dollars) Avast will pay or credit to you under this Service Level Agreement because of Avast’s failure to achieve an SLA. For the avoidance of doubt, Avast at its option may pay or credit the Gateway Service Credit to you in the currency in which you pay the subscription fees to Avast, using a foreign exchange rate applicable to the exchange of U.S. dollars into such currency at the date such payment is made or such credit is applied.
 - 2.7. “**Known Virus**” means an information technology virus: (i) for which, when Avast receives the content, a virus signature has been made publicly available for a minimum of 1 hour; and (ii) which is included in the Wild List and identified as being “In the Wild” by at least 3 Wild List participants.
 - 2.8. “**Location**” means your specific access point to the Internet in connection with a Gateway Service.
 - 2.9. “**Qualified DNS Transactions**” means DNS Transactions: (i) for which the lookup is already cached by Avast’s recursive DNS server; and (ii) which represent a reasonable level of consumption of the Gateway Service (based on Avast’s Gateway Service-wide average of DNS Transactions per Location).
 - 2.10. “**Qualified Transactions and Data Packets**” means Transactions and Data Packets that: (i) are less than 1 MB HTTP GET requests and responses; (ii) are not SSL-intercepted; (iii) are not related to streaming applications; and (iv) represent a reasonable number of Transactions and Data Packets per Seat (based on Avast’s Gateway Service-wide average of Transactions and Data Packets per Seat).
 - 2.11. “**Seat**” means a subscription you hold for an individual that accesses the Internet in connection with a Gateway Service as more fully described in the EULA.
 - 2.12. “**Service Level Agreement**” means this entire Avast Secure Web Gateway / Avast Secure Internet Gateway Service Level Agreement document, as updated and amended by Avast from time to time.

- 2.13. “**Session**” means a non-HTTP and non-HTTPS request that you send or that a third party sends to you, in each case through the Web Gateway.
- 2.14. “**SLA**” means a service level commitment established by this Service Level Agreement.
- 2.15. “**Transaction**” means an HTTP or HTTPS request that you send or that a third party sends to you, in each case through the Internet Gateway.
- 2.16. “**Trust Portal**” means the Avast portal at <https://trust.zscaler.com>, where Avast posts advance notification of scheduled maintenance at least 10 days before such scheduled maintenance.
- 2.17. “**Wild List**” means the “Wild List” at <http://www.wildlist.org>.

3. General Provisions for SLAs.

- 3.1. For any SLA to apply: (i) you must subscribe to the Gateway Service to which the SLA relates; and (ii) your network must be configured in accordance with the documentation Avast provides for the Gateway Service, including being configured on a 24 x 7 x 365 basis in a manner allowing you to take advantage of the Gateway Service’s global infrastructure redundancy.
- 3.2. The Gateway Service Credits established by this Service Level Agreement are your sole and exclusive remedy for a Gateway Service failing to meet an SLA. To be eligible for a Gateway Service Credit: (i) you must not be overdue in payment of subscription fees owed to Avast; (ii) you must request a Gateway Service Credit from Avast via a support ticket raised with Avast within 10 business days from the date of a particular incident which you believe resulted in the Gateway Service failing to meet an SLA; and (iii) full details of such incident must be included in the support ticket raised with Avast. Avast will research the incident detailed in the support ticket and, within 30 days after the end of the calendar month in which you raised the support ticket, will provide you with a response as to whether or not the Gateway Service failed to meet an SLA in connection with such incident. For example, if the incident occurred on November 15th, and you raised a support ticket with Avast by November 25th, Avast will respond to you with any applicable Gateway Service Credit calculation by December 30th. If you fail to comply with items (i), (ii) or (iii), you will forfeit your right to receive a Gateway Service Credit for the incident. All Gateway Service Credits validated by Avast will be: (a) credited against any subscription fees payable by you for a subsequent subscription period; or (b) if any Gateway Service Credits remain unapplied on the expiration or termination of your subscription, paid in cash within 30 days following the expiration or termination of your subscription.
- 3.3. Your total Gateway Service Credit is limited \$1.50 per Seat per month for Web Gateway and \$0.50 per Seat per month for Internet Gateway

Internet Gateway SLAs

4. Internet Gateway Availability SLA

- 4.1. “**Internet Gateway Availability**” is calculated as the number of Transactions and Sessions the Internet Gateway processes for you in any calendar month, as a percentage of the total Transactions and Sessions that the Internet Gateway should have processed for you in the calendar month based on your recent usage history, excluding any Excluded Transactions and Sessions. The Internet Gateway will achieve 99.999% Internet Gateway Availability for you in each calendar month (“**Internet Gateway Availability SLA**”).
- 4.2. Failure of the Internet Gateway to achieve the Internet Gateway Availability SLA will entitle you to receive a Gateway Service Credit calculated as follows:

Internet Gateway Availability During a Calendar Month	Gateway Service Credit per Seat
>= 99.999%	None
< 99.999% but >= 99.99%	\$0.15
< 99.99% but >= 99.00%	\$0.35
< 99.00% but >= 98.00%	\$0.75
< 98.00%	\$1.50

5. Internet Gateway Latency SLA

“**Internet Gateway Latency**” in processing Qualified Transactions and Data Packets is measured from the moment the Internet Gateway proxy receives the Qualified Transactions and Data Packets to the moment the Internet Gateway proxy attempts to transmit the Qualified Transactions and Data Packets for you. The Internet Gateway will achieve an average Internet Gateway Latency of 100 milliseconds or less for the Qualified Transactions and Data Packets processed for you in each calendar month, excluding the 5% of Qualified Transactions and Data Packets experiencing the highest Internet Gateway Latency during such calendar month (“**Internet Gateway Latency SLA**”).

Failure of the Internet Gateway to achieve the Internet Gateway Latency SLA will entitle you to receive a Gateway Service Credit calculated as follows:

Percentage of Qualified Transactions and Data Packets With Average Internet Gateway Latency of 100 Milliseconds or Less	Gateway Service Credit per Seat
>= 95.00%	None
< 95.00% but >= 94.00%	\$0.35
< 94.00% but >= 90.00%	\$0.75
< 90.00%	\$1.50

6. Internet Gateway Virus Capture SLA

6.1. “**Internet Gateway Virus Capture Rate**” is calculated by dividing the Transactions with Known Viruses blocked by the Internet Gateway in a calendar month by the total Transactions with Known Viruses the Internet Gateway receives for you in the calendar month. The Internet Gateway will capture 100% of the Known Viruses each calendar month (“**Internet Gateway Virus Capture SLA**”).

6.2. For the Internet Gateway Virus Capture SLA to apply, you must use the Internet Gateway in accordance with the anti-virus settings recommended by the Internet Gateway user interface. The Internet Gateway will have failed to “block” a Known Virus if a Known Virus in a Transaction received through the Internet Gateway has been activated within your systems, whether automatically or with manual intervention.

6.3. The Gateway Service will scan as much of your downloaded traffic as technically feasible, however, it may not be feasible to scan items that: (i) are encrypted, encapsulated, tunneled, compressed or modified from their original form for distribution; (ii) have product license protection; or (iii) are protected by the sender in ways that the Gateway Service cannot inspect (e.g. password protected). Items (i) through (iii) are excluded from the Internet Gateway Virus Capture SLA.

6.4. Failure of the Internet Gateway to achieve the Internet Gateway Virus Capture SLA will entitle you to receive a Gateway Service Credit calculated as follows:

Internet Gateway Virus Capture Rate	Gateway Service Credit per Seat
>= 99.00%	\$0.35
< 99.00% but >= 98.00%	\$0.75
< 98.00%	\$1.50

Web Gateway SLAs

7. Web Gateway Availability SLA

- 7.1. “**Web Gateway Availability**” is calculated as the number of outbound DNS Transactions the Web Gateway processes for you in any calendar month, as a percentage of the total of DNS Transactions that the Web Gateway should have processed for you in the calendar month. The Web Gateway will achieve 99.99% Web Gateway Availability in each calendar month (“**Web Gateway Availability SLA**”).
- 7.2. Failure of the Web Gateway to achieve the Web Gateway Availability SLA will entitle you to receive a Gateway Service Credit calculated as follows:

Web Gateway Availability During a Calendar Month	Gateway Service Credit per Seat
$\geq 99.99\%$	None
$< 99.99\%$ but $\geq 99.9\%$	\$0.25
$< 99.9\%$	\$0.50

8. Web Gateway Latency SLA

- 8.1. “**Web Gateway Latency**” in processing Qualified DNS Transactions is measured from the moment the Web Gateway proxy receives the Qualified DNS Transactions to the moment the Web Gateway proxy attempts to transmit the Qualified DNS Transactions for you. The Web Gateway will achieve an average Web Gateway Latency of 2 milliseconds or less for the Qualified DNS Transactions processed in each calendar month, excluding the 5% of Qualified DNS Transactions experiencing the highest Web Gateway Latency during the calendar month (“**Web Gateway Latency SLA**”).
- 8.2. Failure of the Web Gateway to achieve the Web Gateway Latency SLA will entitle you to receive a Gateway Service Credit calculated as follows:

Percentage of Qualified DNS Transactions With Average Web Gateway Latency of 2 Milliseconds or Less	Gateway Service Credit per Seat
$\geq 95\%$	None
$< 95\%$ but $\geq 94\%$	\$0.115
$< 94\%$ but $\geq 90\%$	\$0.25
$< 90\%$	\$0.50

General

9. **Applicable Contract Terms.** This Service Level Agreement forms part of the Applicable Conditions (as defined by the EULA) and is governed by the EULA. Any conflict between this Service Level Agreement and the EULA will be resolved in favor of the Service Level Agreement. Avast may amend this Service Level Agreement from time to time by email notice to you or by posting an updated version of this Service Level Agreement at www.avast.com/partner.
