

EJBCA SaaS Service Level Agreement (SLA)

During the Term of the agreement under which PrimeKey has agreed to provide EJBCA SaaS to Customer (as applicable, the “Agreement”), the EJBCA SaaS will provide a Monthly Uptime Percentage to Customer of a minimum of 99% (the exact SLA percentage is dependent on the instance size, refer to the table below for specific percentages) for the issuance of certificates and/or certificate validations through the OCSP responder (the “Service Level Objective” or “SLO”). If PrimeKey does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer’s sole and exclusive remedy for the failure by PrimeKey to meet the SLO.

Definitions

- “Agreement” represents the EJBCA SaaS Terms of Service and any order accepted in writing by PrimeKey
- “Customer” is the entity or person placing an order for accessing the EJBCA SaaS
- “Downtime” means more than a ten percent Error Rate
- “Downtime Period” means a period of five consecutive minutes of Downtime in which at least ten Valid Requests are issued. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.
- “EJBCA SaaS” is the cloud-based Software as a Service offering which Customer purchases a subscription for a defined term from PrimeKey, or through a PrimeKey Cloud Provider. The EJBCA SaaS is delivered to Customer via a virtual server stack, deployed in a cloud service operator such as, but not including, Amazon Web Services, Microsoft Azure or Google Cloud, and includes the software programs necessary to use the software and its functions.
- "Error Rate" over a time period means, solely with respect to the issuance of certificates and/or certificate validations through the OCSP responder in the EJBCA SaaS, the number of Valid Requests that either result in a response with HTTP Status Code in the 500-range, or do not result in a valid response within ten seconds from PrimeKey's receipt of the request, divided by the total number of Valid Requests during that period. Error Rate is determined by PrimeKey's server-side health monitoring.

- “Financial Credit” means the following:

Size of Environment	SLA Percentage	Percentage of monthly bill for the EJBCA SaaS which does not meet SLO that will be credited to future monthly bills of Customer
XS	99%	5%
S	99.95%	5%
M	99.95%	5%
L	99.99%	5%
XL	99.99%	5%

- “Valid Requests” are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer must request financial credit

In order to receive any of the Financial Credits described above, Customer must notify PrimeKey technical support within 30 days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Financial Credit.

Availability exclusions

Availability excludes any downtime outside of the direct control of PrimeKey, including, but not limited to:

- Maintenance time
- Customer’s own Internet service provider
- Force Majeure event
- Any systemic Internet failures
- Enhanced Services
- Any failure in the Customer’s own hardware, software, or network connection
- Customer’s bandwidth restrictions
- Customer’s acts or omissions