



SECURE AUTHENTICATION SERVICE LEVEL AGREEMENTS (“SLA”)

1. POLICIES.

1.A. Eligibility. This SLA is available only for a customer who (1) is in full compliance with the terms of its Service Agreement, and (2) does not have a past due balance on its account.

1.B. Service Credits. Service Credits received by Sprint under this SLA from Thales will be passed through to Customer when (1) Customer meets the eligibility requirements set forth in Section 1.A, and in the particular service and performance commitments set forth below (“**Service Commitments**”), and (2) failure to meet an applicable Service Commitment, and such failure was not due to an exclusion set forth in Section 4, not to exceed the limits set forth in Section 5. For the avoidance of doubt, Customer will only receive Service Credits when issued to Sprint from Thales. Sprint’s determination as to whether a Service Commitment has been met will be final, binding and conclusive. Service Credit allowances provided under this SLA will be the Customer’s sole and exclusive remedy for failure to meet the Service Commitments.

2. DEFINITIONS. Capitalized terms not otherwise defined in this SLA will have the meanings set forth in a customer’s Service Agreement.

2.A. “Access Service” means an internet based service that validates the credentials of End Users passed to it by the Authentication Node, as further described in and limited by the terms of this SLA.

2.B. “Active Users” shall mean End Users who are registered with the Service.

2.C. “Administrator” means any person designated to use MAP to provision and support the End Customers in connection with a STA engagement hereunder.

2.D. “A-PoP” means “Authentication Point of Presence” the designated part of the network that communicates with the End Customer’s AuthenticationNode.

2.E. “Authentication Node” means the End Customer (or your) equipment or application that is configured to receive access requests from End Users and to forward same to SafeNet Trusted Access Service for verification.

2.F. “Availability” means the percentage of the time in a given month Services were available.

2.G. “End User” means a customer agent that is utilizing and assigned an STA subscription.

2.H. “MAP” means the “Management Administration Portal”. MAP is an Internet portal that allows the Administrator or Operator, through a web browser, to perform administrative functions including, but not limited to, assigning and de-assigning Security Tokens, as further described and limited by the terms of this SLA.

2.I. “No Trouble Found” means a customer reports a problem that cannot be duplicated by Sprint. For example, a customer reports an out-of-service condition, but Sprint sees its service up and active with no evidence of a recent outage.

2.J. “Operator” means the Customer Administrator set up to perform functions in MAP.

2.K. “SafeNet Trusted Access” Service or “STA” or “Service” means the Access Service, the MAP and related Products and other services "Scheduled Start Date" means the start date of a Service Unit. For the Initial Order this is as defined in this Addendum and for any Supplemental Orders this is as per the relevant Supplemental Order;

2.L. “Security Token” means a hardware or software-based multi-factor authentication security device used to authenticate to the Service;

2.M. “Service Capacity” shall mean the total number of End User licenses allocated to the end Customer.

2.N. “Service Levels” means the standards for performance of the STA as set out in this SLA.

2.O. “Service Unit” is a component of the Service that has an associated service fee. for example, each active security token assigned to an end customer is a service unit where the end Customer pays a fee.

2.P. “STA Hardware Product” means hardware tokens used in connection with STA which may incorporate firmware (such as a key-fob token).

2.Q. “STA Product” means STA Hardware Product and/or STA Software Product.

2.R. “STA Software Product” means software tokens installed on generic hardware such as a pc, mobile phone or personal digital assistant, and/or software agents in connection with STA.

2.S. “Service Outage” means the unscheduled period, as verified by Sprint trouble ticket records, during which Services were unavailable.



3. SERVICE COMMITMENTS.

3.A. If a Customer believes Sprint has failed to meet one of the service delivery commitments, the Customer must submit a written request for a service credit to the Customer's Sprint account representative within 15 business days after the missed service commitment to be eligible for the applicable service credit allowance.

3.A.1. Credit allowances will in any event only apply in relation to Authentication Nodes and End Users actually affected by the relevant Service Outage; and

3.B. Access Service. The Access Service will be regarded as "Available" if it is accessible and usable by the End Users. Sprint will ensure the Availability of the Access Service for not less than 99.99% of the time, such percentage to be calculated as follows:

$$Availability = \left(\frac{Service\ Cover\ Time - Total\ Unavailability}{Service\ Cover\ time} \right) \times 100$$

3.B.1. Where "Service Cover Time" means the number of minutes in a calendar year, and 'Total Unavailability' means, subject to Section 4.A below, the total time in minutes (rounded up to the nearest integer) during which the Access Service is not Available during the previous 12 months or since the Scheduled Start Date, whichever period is shorter.

3.C. MAP Service Levels. The MAP will be regarded as "Available" if it is accessible and usable by the Operator. Sprint will ensure the Availability of MAP for not less than 99.99% of the time, such percentage to be calculated as follows:

$$Availability = \left(\frac{MAP\ Cover\ Time - MAP\ Unavailability}{MAP\ Cover\ time} \right) \times 100$$

3.C.1. "MAP Cover Time" means the total number of minutes in a calendar year and "MAP Unavailability" means, subject to Section 4.A below, the total time in minutes (rounded up to the nearest whole integer) which the MAP is not accessible by Operator during the previous 12 months or since the Scheduled Start Date, whichever period is shorter.

4. EXCLUSIONS AND AMENDMENTS

4.A. Exclusions. Sprint will not be obligated to issue any credit allowances for the failure to meet a commitment set forth in this SLA if the failure was due to:

4.A.1. Circumstances or delays caused by the acts or omissions of the Customer, its Agents, End Users, or Vendors, including the failure of, or unavailability of, Customer-owned or maintained equipment and/or facilities necessary to install the Services;

4.A.2. A Force Majeure Event;

4.A.3. Scheduled downtime for maintenance and upgrade purposes up to a maximum of 1 hour in any calendar year. Sprint will use reasonable efforts to ensure it performs any scheduled maintenance at times convenient to its overall end customer base;

4.A.4. Troubles resolved as "No Trouble Found";

4.A.5. Outages less than three minutes (for the Access Service) or five minutes (for MAP) in duration;

4.A.6. Where there are less than three Service Outages in any calendar month;

4.A.7. Any fault, or incorrect configuration, in the networks/equipment owned or managed by Customer, Customer's End Users, or any third party acting on Customer's behalf;

4.A.8. All Availability measurements exclude time attributed to Customer's delay in responding to Sprint requests for assistance to repair an outage;

4.B. Cooperation. Sprint Technical Support must be able to reproduce errors in order to resolve them. The Customer is expected to cooperate and work closely with Sprint to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to the Customer's approval on a support ticket-by-support ticket basis, users may be asked to provide remote access to their application and/or desktop system for troubleshooting purposes.

5. MAXIMUM SERVICE CREDIT ALLOWANCE.

5.A. Maximum Monthly Credit Allowance. If one or more of the availability or performance levels set out in Section 3 is breached, Customer may claim a credit allowance of the equivalent of one week's service (irrespective of the number of users affected)



for every day or part thereof in which the Access Service or MAP is not available beyond the allowable limit subject to the following terms:

- 5.A.1.** The credit allowance may be used only as a credit against charges for further STA to be provided by Sprint. Any unused credit allowance will be lost on termination or expiry of the relevant order and no compensation monetary or otherwise shall be due in respect thereof.
- 5.A.2.** In no event shall the cumulative credit allowance for a calendar month exceed twenty-five percent (25%) of the monthly STA fees.