

Arbor Managed Services Description and Terms

These Arbor Managed Services Description and Terms (“**Managed Services Description**”) set forth the terms and conditions pursuant to which NetScout Systems, Inc., on behalf of itself and its affiliates (“**Licensor**”) will provide Managed Services to a customer (an “**End User**”) who has purchased Arbor Managed Services. This Managed Services Description is an addendum to, and supplements the terms of, the agreement which governs the End User’s purchase and/or use of the Licensor Products and/or Services (the “**Agreement**”). If there is a conflict between this Managed Services Description and the Agreement, this Managed Services Description shall control with respect to the Arbor Managed Services. Capitalized terms not otherwise defined in this Managed Services Description shall have the meanings given to them in the Agreement.

1. SERVICE DEFINITIONS

The following definitions shall apply to the capitalized terms used herein.

- 1.1 “**Administrative Access**” means full read and write access on all pages of the Web user interface and the ability to run all command line interface commands.
- 1.2 “**Console Access**” means a connection to the Managed Product via console port or compatible functionality within a VM environment facilitated by the End User and used by either the End User or Licensor for configuration or troubleshooting needs.
- 1.3 “**Content**” means all data, software, and information that End User or its authorized users provides, authorizes access to, or is contained within the traffic that is processed by the Managed Products.
- 1.4 “**DDoS Incident**” means an event in which malicious traffic (e.g., through what is generally referred to as distributed denial of service or DDoS) is directed to the End User's Network. The determination as to whether traffic is DDoS Incident traffic shall be made solely by Licensor.
- 1.5 “**End User’s Network**” means the public and private IP address space of all End User sites being managed and/or protected by Licensor.
- 1.6 “**Incident**” means a DDoS Incident or a Service Incident.
- 1.7 “**Low Level Design**” or “**LLD**” means the configuration of the Managed Products as agreed by Licensor and End User when starting the Managed Services engagement.
- 1.8 “**Maintenance**” means post-sales technical support services and return material authorization (“**RMA**”) support, offered for sale by Licensor via a Quote, for Managed Products, such services which will be delivered pursuant to Licensor’s then-current standard terms, available upon request and as set forth at <https://www.netscout.com/legal/terms-and-conditions>, which terms are incorporated herein by this reference.
- 1.9 “**Managed Product(s)**” means Licensor’s on-premises security products purchased by End-User and for which Managed Services have been purchased.
- 1.10 “**Managed Services**” means the services set forth in Section 2 below.
- 1.11 “**Quote**” means the document issued by Licensor under which Licensor offers for sale the Managed Services and Maintenance.

1.12 “**Service Incident**” means an event, as solely determined by Licensor, in which Licensor manages the Managed Products (e.g., configuration changes, protection level changes and software upgrades/patches) but which does not constitute a DDoS Incident.

1.13 “**SLA**” means the Service Level Agreement attached hereto as Exhibit A.

1.14 “**Virtual Machine**” or “**VM**” means a deployment where the Managed Products are running in a Licensor supported VM environment.

2. DESCRIPTION OF MANAGED SERVICES

Licensor will provide the Managed Services in the manner set forth in this Managed Services Description and the Service Level Agreement attached as **Exhibit A**. Managed Services include: (a) monitoring the (i) Managed Products’ system level health and (ii) End User Network for DDoS Incidents; (b) installing fixes and updates made available under Maintenance; and (c) managing DDoS Incident response using the standard features available in the Managed Products as configured in accordance with the LLD. If a response cannot be managed using Managed Products standard features, Licensor will not be responsible for managing the DDoS Incident.

3. END USER OBLIGATIONS

Licensor’s provision of Managed Services is contingent upon the following conditions and requirements.

3.1 End User acknowledges and agrees that:

3.1.1 utilization of the Managed Services is for internal purposes only unless otherwise mutually agreed upon with Licensor and stated on the applicable Quote.

3.1.2 the successful and timely performance of the Managed Services requires End User’s good faith cooperation and participation and accordingly End User agrees to fully cooperate with Licensor by providing relevant information reasonably requested by Licensor, make a reasonable effort to inform Licensor of any changes to such information, and take such actions that Licensor determines are reasonably necessary to enable Licensor to perform the Managed Services.

3.1.3 operation and performance of the Managed Services involves Licensor having access to End User’s Network and End User expressly consents to the same. End User hereby grants Licensor, for the Term, a non-exclusive, non-transferable, and royalty-free license to access End User’s Network and the internet traffic flowing thereto and any applications contained therein.

3.2 End User shall do the following:

3.2.1 Perform the initial setup of the Managed Product(s) (e.g., “rack and stack”), which shall include completing all tasks outlined in the applicable generally available applicable documentation, establishing remote access capabilities for TCP Port 22 (“**SSH**”) and TCP Port 443 (“**HTTPS**”), and providing Licensor resources access to the Managed Product(s).

3.2.2 Provide Licensor with such access to End User’s Network as is reasonably necessary in order to perform the Managed Services, which shall include, without limitation, providing internet connectivity so that Licensor may connect with the Managed Products on End User’s premises. Access must be provided via a network segment which is separate from the interfaces protected by the Managed Products.

3.2.3 Provide Licensor with Administrative Access to the ethernet management port of the Managed Products via HTTPS and SSH. Licensor will supply End User with the IP ranges that will be required to allow access to End User's Network. End User shall either (a) provide Licensor with console access to the console port of the Managed Products or (b) if End User does not provide Licensor with console access, End User shall maintain an End User contact person who can locally bring the Managed Products back on the End User's Network.

3.2.4 Purchase and maintain Maintenance for the Managed Products at all times during the Term (defined in **Section 4** below). If End User does not maintain Maintenance, then the Managed Services provided to such End User shall only include security monitoring, DDoS Incident management, and configuration changes. If Maintenance is not purchased or is terminated, End User will not receive any Maintenance and will not be entitled to Credits in accordance with the SLA.

3.2.5 Designate an English-speaking technical contact who will be available during the entirety of an Incident to enable End User to interact with Licensor's support team and such other contacts as are reasonably necessary to provide the Managed Services.

3.2.6 Return to Licensor, in a timely manner, any defective Managed Product in accordance with Licensor's RMA procedure, which shall include both management of the return and physical installation of the replacement Managed Product by End User.

3.2.7 (a) work with Licensor to document internal emergency/incident response procedures for DDoS Incidents, including responsibility matrix and communication plan, (b) provide feedback on application and network performance during DDoS Incidents, and (c) assist Licensor to define the network and policy requirements to ensure proper configuration.

3.2.8 Take all such action as is reasonably necessary to enable Licensor to perform the Managed Services.

3.2.9 Comply with the following Acceptable Use Policy for Arbor Managed Services ("**AUP**"), as may be updated pursuant to **Section 10** herein. End User shall not use, or allow use of, the Arbor Managed Services in violation of this AUP in (a) an unlawful manner or for an unlawful purpose, and (b) a manner that, in Licensor's reasonable discretion, directly or indirectly produces or threatens to produce a negative effect on the ability for Licensor to effectively provide the Arbor Managed Services to its customer base (**collectively referred to as an "Abuse(s)"**).

3.2.10 Provide appropriate maintenance windows and support needed to comply with Licensor's product lifecycle policies.

3.2.11 End User Network infrastructure and applications must be compatible with the use of Managed Product standard features and countermeasures.

3.3 Only End User is authorized to provide Content to Licensor for provision of the Managed Services. End User is responsible for (a) such Content (whether such Content actually belongs to End User or to End User's customers) and (b) any action of a third party that End User permits, assists, or facilitates related to the Content or the Managed Services.

4. TERM, SUSPENSION, AND TERMINATION

Licensor will provide the Managed Services for the number of months purchased ("**Term**") and only for those Managed Products for which Managed Services have been purchased and that are under Maintenance. Licensor may suspend the Managed Services if, in Licensor's reasonable determination,

an Abuse has occurred or is occurring. Licensor may terminate the Managed Services and/or the Agreement, at Licensor's sole discretion, if End User fails to (a) correct any Abuse within five (5) days after receipt of notice, or (b) procure and maintain Maintenance on the Managed Products during the Term, or (c) correct a breach of End User's representations, warranties, or other obligations hereunder within thirty (30) days of written notice thereof.

5. FEES AND PAYMENTS

5.1 Fees for Managed Services are set forth in the Quote ("**Service Package Fee**"). Licensor has no obligation to perform the Managed Services until it receives a valid and acceptable purchase order for the Service Package Fee. Additional options may be purchased for an additional fee which will be set forth in a Quote issued at the time such additional services are requested. For Managed Services purchased directly from Licensor, the Service Package Fee shall be invoiced and paid annually in advance unless otherwise specified on the applicable Quote. Managed Services purchased from an authorized Licensor channel partner will be invoiced and paid in accordance with the agreement between End User and such channel partner.

5.2 All payments to Licensor are non-cancelable and non-refundable.

6. REPRESENTATIONS AND WARRANTIES

6.1 Licensor represents and warrants that Licensor will perform the Managed Services in a professional and workmanlike manner and in accordance with the attached SLA Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS **SECTION 6.1**, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MANAGED SERVICES. FURTHERMORE, LICENSOR EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, CONTENT OR INFORMATION CONTAINED IN THE TRAFFIC DIRECTED TO THE MANAGED SERVICES. DUE TO THE CONSTANTLY CHANGING METHODS OF ATTACK, LICENSOR DOES NOT WARRANT OR REPRESENT THAT (A) ALL DDOS INCIDENTS CAN BE RESOLVED USING THE MANAGED PRODUCTS OR MANAGED SERVICES AND (B) LEGITIMATE NETWORK TRAFFIC WILL NEVER BE AFFECTED BY MANAGED SERVICES IMPLEMENTATION OF A DDOS INCIDENT RESPONSE, AND END USER ACKNOWLEDGES THAT INTERRUPTION OR LOSS OF LEGITIMATE TRAFFIC MAY OCCUR. A breach of this **Section 6.1** or the SLA shall not constitute a breach of the Agreement but shall give rights solely to the remedies and credits set forth in the SLA notwithstanding anything to the contrary in the Agreement.

6.2 End User represents and warrants that End User: (a) has all right, title and interest or is the licensee with the right to use and/or access, and provide Licensor with access to, all of the applications and/or Content provided to Licensor for Licensor to perform the Managed Services; (b) shall not use the Managed Services for any unlawful purpose; and (c) shall comply with its obligations under this Managed Services Description. End User further represents and warrants that neither the U.S. Bureau of Industry and Security nor any other governmental agency has issued sanctions against End User or otherwise suspended, revoked, or denied End User's export privileges (for purposes of the foregoing sentence, "End User" includes all End User employees, agents, contractors, and representatives), and End User will immediately notify Licensor in writing of any noncompliance with the foregoing.

7. INDEMNITY

End User will, at its own expense, indemnify, defend, and hold Licensor harmless from any actions, claims, demands, suits, liabilities, damages, awards, fines, penalties, losses, expenses, costs, and fees (including reasonable attorneys' fees) (collectively referred to as “**Actions**”) brought against Licensor, its directors, officers, or employees by a third party to the extent that such Action arises from or relates to: (a) breach of any representation or warranty set forth in **Section 6.2**; or (b) Content, including without limitation, any Action involving alleged infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property rights. This **Section 7** shall survive termination of the Agreement.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL (I) LICENSOR BE LIABLE FOR ANY INDIRECT DAMAGES, HOWEVER CHARACTERIZED AND REGARDLESS OF THE CLAIM’S BASIS, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (II) LICENSOR’S LIABILITY FOR ANY DIRECT DAMAGES EXCEED THE AMOUNTS PAID FOR THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

9. EXPORT REGULATION

In addition to the export controls provisions contained in the Agreement, End User will not use the Managed Services to export or re-export any technical data or software in violation of applicable export laws. End User is solely responsible for ensuring that all users of End User’s account are not “Denied Parties” under applicable export laws.

10. CHANGES TO THE MANAGED SERVICES DESCRIPTION

Licensor may make changes to this Managed Services Description (including the AUP and/or the SLA) at any time by posting a revised version at <https://www.netscout.com/legal/terms-and-conditions> and any successor site designated by Licensor. Except with respect to changes in the AUP, such changes shall apply only to purchase orders placed for Managed Services after the updated Managed Services Description has been posted. All changes to the AUP shall become effective immediately.

EXHIBIT A TO ARBOR MANAGED SERVICES DESCRIPTION AND TERMS
SERVICE LEVEL AGREEMENT FOR MANAGED SERVICES

This Service Level Agreement (“SLA”) for the Managed Services is attached to and made a part of the Arbor Managed Services Description and Terms (the “Managed Services Description”). Capitalized terms not otherwise defined in this SLA shall have the meaning given to them in the Managed Services Description. If there is a conflict between the terms of the Agreement or the Managed Services Description and the terms of this SLA, this SLA shall control. All sections referred to herein shall refer to sections in this SLA unless otherwise stated.

1. Definitions

The following definitions shall apply to this SLA.

1.1 “**Alert**” means an event that occurs on End User’s monitored system outside of defined thresholds.

1.2 “**Credit**” means a credit issued for a Service Miss and shall be the value of one (1) day of Service Package Fees determined by dividing the Service Package Fees for the month in which the Service Miss occurs by the number of days in the calendar month in which the Service Miss occurs.

1.3 “**Event Classification Time**” means, with respect to an Alert, the time at which such Alert is classified as a DDoS Incident or a Service Incident in accordance with **Section 2.2.b.** of this SLA.

1.4 “**Hardware Appliance(s)**” means Licensor software running on Licensor certified hardware that has been purchased from Licensor or an authorized channel partner.

1.5 “**Managed Service Monitoring System**” means a software platform that receives and processes information from software agents installed in Managed Products for the purpose of system health monitoring, threat detection, alerting, and notification.

1.6 “**Mitigation**” means the use of countermeasures available in the Managed Product designed to drop undesirable traffic and allow desirable traffic to pass.

1.7 “**Priority 1 Event**” means (a) any DDoS Incident or (b) any Service Incident that constitutes an emergency event in which the entire Managed Product solution is experiencing a complete loss of connectivity with all Managed Products (i.e., a “hard down”).

1.8 “**Priority 2 Event**” means an event in which a single Managed Product is down and causing significant business impact to the End User’s service, or in which multiple Managed Products are experiencing degraded performance.

1.9 “**Priority 3 Event**” means an event in which a single Managed Product is experiencing degraded service, a minor bug or intermittent problems (i.e., intermittent connectivity with a single Managed Product or non-business affecting issue with the Web-based interface for the Managed Services).

1.10 “**Priority 4 Event**” means a request for support, consultation, or information (i.e., maintenance activity tracking, informational request or End User configuration change request), which, in any event, has limited or no impact on the End User’s business operations.

1.11 “**Service Miss**” means an event where Licensor has failed to meet any of the SLAs in **Section 2.2** below and no exception in **Section 4.2** applies.

1.12 **“Software Appliance(s)”** means Licensor software running on virtual and/or non-Licensor certified hardware that has been purchased from a third-party.

1.13 **“System Level Issue(s)”** means issues that both (a) are categorized as either a Priority 1 Event or Priority 2 Event, (b) impact Licensor’s performance of the Managed Services generally, and (c) affect substantially all of Licensor’s customers and are not specific to End User, which issues may include, without limitation, system-wide faults, software patches, upgrades and other similar events.

2. Service Levels

2.1 If the End User is running a VM environment for the Managed Product and the VM environment resides on an End User platform which is not under the direct control or management of Managed Services, then Licensor cannot provide the same service levels that are available on Licensor approved hardware platforms. Within these deployments, Licensor will provide SLOs, as defined and set forth in **Section 2.3** below, for the components under Licensor’s control and management.

2.2 A Service Miss shall, subject to **Section 4.2** below, be deemed to occur in the event that the following service levels are not met within the specified timeframes (provided that, for the avoidance of doubt, a Service Miss shall not commence until immediately following the expiration of the applicable timeframe specified below):

a. Managed Service Monitoring Availability: 99.5% Availability. The Managed Service Monitoring System shall not be unavailable for more than three hours and thirty-six (3:36) minutes in any calendar month.

b. Event Classification Response: 15 Minutes. Licensor will acknowledge the applicable Alert and classify the Alert from the Managed Product as either a DDoS Incident or a Service Incident. Those Alerts classified as Service Incidents will be prioritized by Licensor as a Priority 1 Event, Priority 2 Event, Priority 3 Event or Priority 4 Event.

c. Notification of Mitigation Incident Response: 15 Minutes. Licensor will notify End User of the status of its response to an attack within fifteen (15) minutes of the Event Classification Time for an Alert that is classified as a DDoS Incident.

d. Notification of System Level Issue(s). Licensor will notify End User of the existence of a System Level Issue(s) within fifteen (15) minutes of the Event Classification Time relating to such System Level Issue(s).

e. Time to Resolve – Priority 1 Events for Managed Products which are Hardware Appliances. Within four (4) hours of the applicable Event Classification Time, Licensor will resolve or provide a temporary fix or workaround that corrects the issue that can be used by the End User with minimal inconvenience and minimal impact on End User’s business operations for each Priority 1 Event.

f. Time to Resolve – Priority 2 Events for Managed Products which are Hardware Appliances. Within eight (8) hours of the applicable Event Classification Time, Licensor will resolve or provide a temporary fix or workaround that corrects the issue that can be used by the End User with minimal inconvenience and minimal impact on End User’s business operations for each Priority 2 Event.

2.3 The following are time to resolve service level objectives (**each, an “SLO”**), which Licensor will seek to achieve, but will be under no obligation to achieve, and no Credits or other damages,

reimbursement or compensation of any kind whatsoever shall be issued or payable if Licensor fails to achieve an SLO.

Licensor will seek to resolve or provide a temporary fix or workaround that corrects the issue that can be used by the End User with minimal inconvenience and minimal impact on End User’s business operations for each Priority and within the number of hours specified in the following table.

Type of Event	No. of hours goal (from applicable Event Classification Time)	Resolution Time Dependencies
Priority 3 Events for Managed Products which are Hardware Appliances	Forty-eight (48)	N/A
Priority 4 Events for Managed Products which are Hardware Appliances	Seventy-two (72)	N/A
Priority 1 Events for Managed Products which are Software Appliances	Four (4)	support provided by the End-User of the third-party hardware or virtual environment
Priority 2 Events for Managed Products which are Software Appliances	Eight (8)	support provided by the End-User of the third-party hardware or virtual environment
Priority 3 Events for Managed Products which are Software Appliances	Forty-eight (48)	support provided by the End-User of the third-party hardware or virtual environment
Priority 4 Events for Managed Products which are Software Appliances	Seventy-two (72)	support provided by the End-User of the third-party hardware or virtual environment

3. Maintenance

3.1 Scheduled Maintenance. “**Scheduled Maintenance**” means pre-defined periods of time where the Managed Services may be unavailable or have lesser capacity due to the occurrence of planned system changes. Licensor may perform Scheduled Maintenance on its systems at any time but will be limited to a maximum of six (6) hours of Scheduled Maintenance during any calendar week. Scheduled Maintenance may result in the End User’s inability to access (a) client-side web-based and mobile user interfaces, and (b) applications programming interfaces, or other End User accessible software. Licensor will maintain a standard maintenance window on Sunday beginning at 0400 AM Greenwich Mean Time but may initiate an additional maintenance window during a weekday at a time period that is communicated to the End User at least forty-eight (48) hours in advance. Notice of Scheduled Maintenance will be provided to End User’s designated point of contact by email or by a notification in the Managed Services web based user interface.

3.2 Emergency Maintenance. Licensor may take an emergency maintenance outage of no more than four (4) hours once per month with four (4) hours advanced notice.

4. Calculation of Credits; Conditions; Claiming Credits

4.1 Calculation of Credits. Licensor shall, in good faith, determine whether a Service Miss occurred based on Licensor's records and data. If a Service Miss is determined, then the following Credits will apply:

a. For a Service Miss occurring with respect to the SLA provided in Section 2.2.a.: one (1) Credit shall apply for each one (1) hour period (or portion thereof) during which the Service Miss persists after the Service Miss has commenced, up to a maximum of ten (10) Credits.

b. For any Service Miss occurring with respect to the SLAs provided in Sections 2.2.b., 2.2.c., and 2.2.d.: If, after the Service Miss has commenced, the Service Miss is

- less than or equal to fifteen (15) minutes, one (1) Credit shall apply;

- greater than fifteen (15) minutes, but less than or equal to forty-five (45) minutes, two (2) Credits shall apply;

- greater than forty-five (45) minutes, but less than or equal to three hours and forty-five minutes (3:45), five (5) Credits shall apply; and

- greater than three hours and forty-five minutes (3:45), ten (10) Credits shall apply.

c. For any Service Miss occurring with respect to the SLAs provided in Section 2.2.e.: one (1) Credit shall apply for each four (4) hour period (or portion thereof) during which the Service Miss persists after the Service Miss has commenced, up to a maximum of ten (10) Credits.

d. For any Service Miss occurring with respect to the SLAs provided in Section 2.2.f.: one (1) Credit shall apply for each eight (8) hour period (or portion thereof) during which the Service Miss persists after the Service Miss has commenced, up to a maximum of ten (10) Credits.

4.2 Conditions. A Service Miss shall not be deemed to have occurred when such Service Miss is due to any of the following: (a) an End User's failure to follow all procedures for Licensor's 24x7x365 technical support center's access that have been provided to such End User by Licensor; (b) End User's failure to reasonably implement Licensor's recommendations regarding software updates, design changes, or operational systems or methods and procedures that impact the operation of the Managed Products; (c) End User's failure to allow console access to a Managed Product or an alternative available End User point of contact who can locally access the Managed Product; (d) End User's disruption of access to the Managed Product such that it can no longer be accessed remotely; (e) defects or failures identified in Licensor product release notes; (f) network changes by End User that would adversely affect Licensor's deployment of the Managed Services; (g) internet access is disrupted through no fault of Licensor; (h) instructions, authorizations, approvals or other information provided by End User to Licensor; (i) inaccurate and/or insufficient information or configuration information provided by End User; (j) negligent or unlawful acts or failure to take any required act by End User or its agents or suppliers; (k) lack of End User participation in DDoS Incident mitigation efforts, including Licensor's inability to reach End User by phone or End User's lack of English-speaking representatives available to coordinate and communicate with Licensor during a DDoS Incident; (l) an End User provisioning request is not accepted by Licensor; (m) acts of God or Force Majeure events, including without limitation, government mandated shutdowns and those described in the Agreement; (n) Scheduled Maintenance or emergency maintenance; (o) suspension or termination of the Managed Services by Licensor in accordance with the terms of the Agreement; (p) End User's failure to perform its obligations as set forth in the Managed Services Description; (q)

acts or omissions of End User or any third party engaged by End User; or (r) problems arising from or related to software, equipment or network components for which Licensor is not operationally responsible.

In addition to the foregoing, End User acknowledges that to meet the SLA, Licensor must leverage its global offices and regional network operating centers outside of the United States. End User acknowledges and agrees that Licensor may not be able to meet the SLA if Licensor is restricted from employing its global resources due to local law or End User requirements. In such cases, End User shall not be entitled to Credits.

Notwithstanding anything to the contrary set forth herein, End User (a) may not accumulate more than fifteen (15) Credits in any calendar month, and (b) will not be entitled to any Credits for any Service Miss that occurs while End User is in breach of the Managed Services Description.

4.3 Claiming Credits; Remedy. If End User believes a Service Miss has occurred, End User will provide to Licensor all relevant details and documentation supporting End User's claims of a Service Miss. Any claims for a Credit must be made by End User within seven (7) days after the alleged Service Miss and will be made to Licensor's customer support organization in writing using the customer support ticketing system or by emailing arbor-support@netscout.com. Claims made more than seven (7) days after the event will not be eligible for any of the remedies described herein. Licensor will investigate the claim and will respond back to End User within ten (10) business days of receipt of the notification of a claim from End User, either (a) accepting End User's Service Miss claim, or (b) with all relevant details and documentation supporting a dispute of End User's Service Miss claim, in which case the parties shall resolve any such dispute promptly in good faith. Credits obtained by End User shall have no cash value, and unless an alternative arrangement is agreed to in writing between Licensor and Customer, Licensor will reflect Credits on the next invoice provided after the occurrence of the Service Miss. Credits shall only apply to Managed Services provided pursuant to the Service Package Fee set forth in the Quote and will not apply to any other Licensor services. End User's sole and exclusive remedy, and Licensor's sole and exclusive liability, for Licensor's failure to meet any of the service levels set forth in **Section 2.2** of this SLA shall be to receive a Credit in accordance with the terms of this **Section 4**.