Internet Isolation Service利用規約 【現改比較表】 2021年10月14日現在

~2021年10月13日 2021年10月14日~

(略)

(SLAの適用)

第19条 当社は、MenloがMenlo Securityの提供に関して、別紙3「Menlo Security Web Isolation Service - Service Level Agreement」(以下、「SLA」といいます。)に記載の条件を満たさなかった場合、SLAに定める日数を第5条(契約期間)に定める契約期間に追加します。

(略)

(略)

(SLAの適用)

第19条 当社は、MenloがMenlo Securityの提供に関して、別紙3「Menlo Security <u>Cloud Services</u> Service Level Agreement」(以下、「SLA」といいます。)に記載の条件を満たさなかった場合、SLAに定める日数を第5条(契約期間)に定める契約期間に追加します。 (略)

別紙2 料金表				別	別紙2 料金表		
第1表 料金表				第	第1表 料金表		
3. 初期費用				3	3. 初期費用		
3-1 年間ライセンスに初期費用は発生いたしません。なお、初期設定に関するオプション				3	3-1 年間ライセンスに初期費用は発生いたしません。なお、初期設定に関するオプショ		
メニューは下表に定めるものとします。_				ン	ンメニューは下表のとおりとします。利用料金は当社が別に提示するものとします。		
メニュー名	サポート期間	単位	料金額(税込価格)]	メニュー名	単位	
簡易導入サポート	3 日間	契約	200,000円 (220,000円)	à	算入サポートメニューA(1か月)	契約	
初期導入サポート	3 か月間	契約	5,000,000円 (5,500,000円)	à	導入サポートメニューA (2か月)	契約	
		1		<u> </u>	導入サポートメニューA (3か月)	契約	
				à	導入サポートメニューA(4か月)	契約	
				à	導入サポートメニューA(5か月)	契約	
				à	導入サポートメニューA(6か月)	契約	
				À	導入サポートメニューB(1か月)	契約	
				à	導入サポートメニューB(2か月)_	契約	
				ì	導入サポートメニューB(3か月)_	契約	
(略)				(略)		
別紙 3 Menlo Security Web Isolation Service – Service Level Agreement				別	紙3 Menlo Security Cloud Services S	ervice Level Agreement	

Menlo Security Web Isolation Service SLA During the Term of the applicable Menlo
Security Terms of Service Agreement ("TOS"), the Menlo Security Web Isolation
Service will be operational and available to Customer at least 99.9% of the time in
any calendar month (the "Menlo Web SLA"). If Menlo Security does not meet the
Menlo Web SLA, and if Customer meets its obligations under this Menlo Web SLA,
Customer will be eligible to receive the Service Credits described below. This Menlo
Web SLA states Customer's sole and exclusive remedy for any failure by Menlo
Security to provide the Service.

This Menlo Security Service Level Agreement ("SLA") supplements the Menlo
Security End User License Agreement ("EULA") which can be found at
https://www.menlosecurity.com/eula. Capitalized terms used in this SLA but not
defined herein are defined as set forth in the EULA. During the Term of the
applicable EULA, the Menlo Security Cloud Services will be operational and available
to You 99.9% of the time in any calendar month, excluding: (i) Scheduled
Downtime; (ii) Downtime caused by factors outside of Menlo Security's reasonable
control; or (iii) Downtime that resulted from Your equipment or third party
equipment. If Menlo does not meet the commitments set forth in this SLA, and if
You meet Your obligations under this SLA, You will be eligible to receive the Service
Credits described below. This SLA states Your sole and exclusive remedy for any
failure by Menlo Security to meet the SLA commitments set forth herein.

 $\underline{\text{Definitions}} \text{ The following definitions shall apply to } \underline{\text{the Menlo Web SLA.}}$

<u>"Downtime"</u> means, more than five users at one geographic location cannot access any website on the Internet through the Menlo Security Web Isolation Service.

<u>"Downtime Period"</u> means, a period of ten consecutive minutes of Downtime.

Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

 $\textbf{Definitions} \textbf{ - The following definitions shall apply to } \underline{\textbf{this SLA:}}$

<u>"Downtime"</u> means, more than five end users at one geographic location cannot access any website on the Internet through the Menlo Security Technology.

<u>"Downtime Period"</u> means, a period of ten consecutive minutes of Downtime.

Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Menlo Security Isolation Web Service" means the Menlo Security Web Isolation

Service and components of the service.

<u>"Monthly Uptime Percentage"</u> means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Menlo Security notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is

"Service" means the service provided to the Customer under the applicable Menlo Security TOS.

not considered Downtime for purposes of this Menlo Web SLA, and will not be

"Service Credit" means the following:

counted towards any Downtime Periods.

"Cloud Services" means Menlo Technology's hosted enterprise software-as-aservice offering and may also include Software.

<u>"Monthly Uptime Percentage"</u> means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

<u>"Scheduled Downtime"</u> means those times where Menlo Security notifies <u>You</u> of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this <u>SLA</u>, and will not be counted towards any Downtime Periods.

"Service Credit" means the days of Service Credit added to the Your Subscription

Term as defined in more detail below.

Monthly Uptime Percentage	Days of Service added to the	
	Customer's Service Term at no extra	
	charge to the Customer	
Less than 99.9% but equal to or	2	
greater than 97.5%		
Less than 97.5% but equal to or	4	
greater than 95%		
Less than 95%	8	

• Service Credit shall be applied as liquidated damages against the following year of
service cost. If service is discontinued for any reason, the Service Credit shall be in
the form of a rebate at the end of service.

• Service Credit shall be computed by dividing the number of Days of Service credited by the number 365 and multiplied by the Annual Service Fee.

"You" or "Your" means the individual or legal entity purchasing and using the Cloud Services.

Service Credit.

Monthly Uptime Percentage	Days of Service added to the		
	Customer's Service Term at no extra		
	charge to the Customer		
Less than 99.9% but equal to or	2		
greater than 97.5%			
Less than 97.5% but equal to or	4		
greater than 95%			
Less than 95%	8		

- Service Credit shall be calculated by using the applicable Monthly Uptime

 Percentage in the table above.
- Service Credit shall be applied to the end of the current Subscription Term. If service is discontinued for any reason, the Service Credit shall be in the form of a rebate at the end of the applicable Subscription Term.

• Service Credit may not be exchanged for, or converted to, monetary amounts.

<u>Customer Must Request Service Credit</u> In order to receive any of the Service Credits described above, <u>Customer</u> must notify Menlo Security, or <u>Customer's Reseller</u> must notify Menlo Security, within thirty days from the time <u>Customer</u> becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit <u>Customer's right</u> to receive a Service Credit.

Maximum Service Credit The aggregate maximum number of Service Credits to be issued to <u>Customer</u> for any and all Downtime Periods that occur in a single calendar month shall not exceed fifteen days of Service Credit.

Menlo Web SLA Exclusions The Menlo Web SLA does not apply to any services that expressly exclude this Menlo Web SLA (as stated in the documentation) or any performance issues: (i) caused by factors outside of Menlo Security's reasonable control; (ii) that resulted from Customer's equipment or third party equipment, or both; (iii) caused by factors described in the "Limitation of Liability" section of TOS.

• Service Credit may not be exchanged for, or converted to, monetary amounts.

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, You must notify Menlo Security, or Your Approved Partner must notify Menlo Security, within thirty (30) days from the time You become eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Your right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued to You for any and all Downtime Periods that occur in a single calendar month shall not exceed fifteen (15) days of Service Credit.

附 則(令和3年10月12日 APS2サ第00836536号)

この改正規定は、令和3年10月14日から実施します。

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