# runZero Availability Service Level Agreement

Last modified: May 22, 2024

### runZero SLA:

This runZero Availability Service Level Agreement ("SLA") is incorporated into the runZero Master Subscription Agreement located at <a href="www.runzero.com/legal/terms/">www.runzero.com/legal/terms/</a> (the "Agreement"). All terms that are capitalized but not defined in this SLA will have the same meaning as ascribed to those in the Agreement. During the term of the Agreement and the applicable Subscription Term, the Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month. If runZero does not meet the uptime commitment in this SLA, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Service Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by runZero to meet the SLA uptime commitments.

### **Definitions:**

The following definitions shall apply to this SLA.

- "Downtime" means for a domain, if there is more than a five percent user error rate.

  Downtime is measured based on server-side error rate.
- "Covered Services" means the runZero platform hosted at console.runzero.com or a customer-specific instance managed by runZero on behalf of Customer, but excluding the on-premises version of the Services and Software.
- "Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in a calendar month, divided by the total number of minutes in a calendar month.
- "Service" means one of the runZero Covered Services.
- "Service Credit" means the days of service added to the end of the Subscription Term, as set forth in the following table:

Monthly Uptime Percentage	Days added to the end of the
	Subscription Term
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

## **Customer Must Request Service Credit:**

In order to receive any of the Service Credits described above, Customer must request the applicable Service Credit by emailing accounts@runzero.com, with copy to Customer's account executive, with "Service Credit Request" in the subject header (together a "Service Credit Request"), within thirty (30) days from the time Customer becomes eligible to receive a Service

Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. For Customers who ordered Services from a Partner, Customer will receive applicable Service Credit from the Partner on behalf of runZero.

# **Maximum Service Credit:**

The aggregate maximum number of Service Credits to be issued by runZero (or, for Customers who ordered Services from a Partner, by Partner on behalf of runZero) to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen (15) days of service added to the end of Customer's Subscription Term for the Covered Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

### runZero SLA Exclusions:

This SLA does not apply to any other services that expressly exclude this SLA (as stated in the applicable Documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of runZero), (iii) the actions or omissions of Customer, or any third-party acting on Customer's behalf or at Customer's direction, including any unauthorized use of the Covered Services, (iv) material breach of the Agreement, or (v) any use or configuration of the Covered Services not authorized by runZero.