

BigID Hosted Software Service Level Agreement (“SLA”)

This SLA applies to the hosting of your BigID software license.

- 1. Service Level Commitment.** BigID will provide 99.5% monthly uptime percentage of the hosted BigID software to Customer (the “**Service Level Commitment**”):
- 2. Service Credits.**
 - a. Eligibility.** To be eligible to receive a service credit for BigID’s failure to meet the Service Level Commitment (“**Service Credit**”), Customer must submit a ticket at <https://support.bigid.com> within fifteen (15) days after the end of the calendar month in which the alleged failure occurred. BigID’s monitoring and logging infrastructure is determinative as to whether BigID has met the Service Level Commitment.
 - b. Issuance.** If BigID confirms a failure reported in a ticket, BigID will apply a Service Credit for the affected hosted BigID software. Service Credits have no cash value. The aggregate maximum Service Credit applied to an invoice will not exceed 100% of the amount invoiced for the affected hosted BigID software in the month in which the failure to meet the Service Level Commitment occurs.
 - c. Calculation.** In the event that the Service Level Commitment is below 99.5% in any given calendar month, Customer will be eligible for a service Credit equal to 2% of the impacted BigID products for the calendar month for each 1% below the Service Level Commitment (minimum 2%), not to exceed 100% of the fees for the applicable calendar month.
- 3. Exclusions.** The Service Level Commitment does not include unavailability to the extent due to:
 - a.** any unauthorized use of the hosted BigID software by Customer;
 - b.** Force Majeure Events or other factors outside of BigID’s reasonable control, including, but not limited to, disruption, downtime or scheduled maintenance of BigID’s Critical Infrastructure Service Providers, such as MongoDB Atlas on AWS (metadata storage), and additional service providers (“**CISPs**”). In case one or more CISP(s) experiences disruption or downtime, BigID will endeavor to obtain and provide Customers with regular updates on system status, mitigation efforts and expected timing of service restoration from the affected CISP(s);
 - c.** Customer’s vendors, service providers, equipment, software, data, network connections or other infrastructure; and
 - d.** any planned downtime to perform regular maintenance and upgrades to the system in order to make the latest features, fixes and improvements available and help ensure optimal performance. Planned downtime shall not exceed 8 hours per calendar month.
- 4. Exclusive Remedies.** Service Credits are Customer’s exclusive remedy and BigID’s entire liability for BigID’s failure to meet the Service Level Commitment.