



## EXTRAHOP CLOUD SERVICES SERVICE LEVEL AGREEMENT

This ExtraHop Cloud Services Service Level Agreement (“**SLA**”) between ExtraHop Networks, Inc. (“**ExtraHop**”) and the entity receiving ExtraHop Cloud Services (“**Customer**”) is subject to the applicable license or subscription agreement between ExtraHop and the Customer under which Customer licenses access to the Cloud Services (“**Agreement**”). Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement. In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of this SLA shall apply but only to the extent of such conflict.

**1. Service Level Commitment.** ExtraHop Cloud Services will be available at least 99.9% of the time during any calendar month, as measured by ExtraHop and subject to the terms herein (“**Service Level Commitment**”). ExtraHop Cloud Services are considered available if the Customer is able to login to its ExtraHop Cloud Services account and use the service.

**2. Service Credits.** If, during any calendar month, ExtraHop fails to achieve the Service Level Commitment, as measured by ExtraHop, eligible Customers may submit a claim for credit (“**Service Credit**”) for the fees attributable to ExtraHop Cloud Services Subscriptions in the applicable Order as provided below, up to a maximum credit of 10% for each month.

ExtraHop Cloud Services Availability	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

Service Credits are non-refundable and may only be applied to future upgrades or renewals of Subscriptions to ExtraHop Cloud Services. Service Credits are Customer’s sole and exclusive remedy for any unavailability or performance degradation of ExtraHop Cloud Services. If Customer purchased ExtraHop Cloud Services through an ExtraHop Partner, then applicable Service Credits will be applied to Customer’s account with the ExtraHop Partner.

**3. Exclusions.** This SLA does not apply to any unavailability or performance degradation that results from: (a) Customer's acts or omissions, including misuse, unauthorized access or modification, and negligent or unlawful acts or omission; (b) scheduled or emergency maintenance events; (c) Customer’s equipment, software, or technology, including without limitation any Customer Managed Products and/or third-party equipment, software, or technology (other than those under ExtraHop’s direct control); (d) force majeure events, internet access issues, network traffic problems, or other factors outside ExtraHop’s reasonable control; or (e) suspension or termination due to Customer’s breach of the Agreement.

**4. Claim Process.** To receive a Service Credit, a Customer must file a claim for such Service Credit within 30 days following the end of the applicable month in which the Service Level Commitment was unmet by opening a case on the ExtraHop Support Portal (located at <https://www.extrahop.com/support/> or such other URL as ExtraHop may provide to its customers). Customer must include in its support case (a) the words “ExtraHop SaaS SLA Credit Request”, (b) a complete description of the downtime, including relevant dates and times, together with any applicable log files or other supporting documentation. ExtraHop reserves the right to deny Service Credits for improperly submitted claims or if the Customer does not qualify for the Service Credit.