

**SERVICE AVAILABILITY:**

Sumo Logic shall make the Services available 99.9% of the time, except as provided below. Availability will be calculated per calendar month, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq \mathbf{99.9\%}$$

A Sumo Logic Service is considered available if the customer is able to login to its Sumo Logic interface and initiate a search using Sumo Logic software.

Where:

- “total” means the total number of minutes in the calendar month;
- “non-excluded” means downtime that is not *excluded*; and
- “excluded” means:
  - Any downtime during planned maintenance (not to exceed 8 hours in any calendar month) for which Sumo Logic gives 24 or more hours notice via the [Status](#) page or via a conspicuous on-screen message in the Services.
  - Any unavailability caused by circumstances beyond Sumo Logic’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Sumo Logic employees), or third-party internet service provider failures or delays (other than those internet service providers under contract with Sumo Logic).

For any partial month during which Customer subscribes to the Services, availability will be calculated based on the entire month, not just the portion for which Customer subscribed.

**Service Availability Remedies.** Should Sumo Logic fail to make the Services available in accordance with the above Service level commitment, customer may continue to use the Services but shall be entitled to receive a service credit as set forth in the table below. The service credit can be applied to future invoices.

The credit is determined by applying the percentage set forth below to the applicable fee paid for the Services for the calendar month for which Customer submits a valid claim.

| Service Level Requirement | Credit             |
|---------------------------|--------------------|
| Uptime of >= 99.9%        | No Credit          |
| Uptime of 99.5% - < 99.9% | 5% of monthly fee  |
| Uptime of 98.5% - < 99.5% | 10% of monthly fee |
| Uptime of 97.5% - < 98.5% | 15% of monthly fee |
| Uptime of 90.0% - < 97.5% | 25% of monthly fee |
| Less than 90%             | 50% of monthly fee |

### **Reporting, Claims and Notices.**

Sumo Logic will provide Customer reports showing Services availability upon Customer request and at most once per calendar quarter. To claim a remedy, Customer shall log a Support ticket by following the process set forth below within 5 business days after the end of each calendar quarter:

- Open a support ticket by clicking this [link](#)
- Select "Service Availability Credit Claim" from the drop down in the category section that describes your support request.
- Complete the rest of the section along with a description of the downtime supporting your claim, how the downtime adversely affected Customer, and the duration of the downtime event
- Submit

Claims shall be made on a calendar-quarter basis only and must be submitted within 5 business days after the end of the applicable quarter, except where a Services subscription ends on a date other than the last day of a calendar quarter, in which case any claim must be submitted within 5 business days after the subscription end date. All claims will be verified against Sumo Logic's system records. Should Sumo Logic dispute any period of unavailability alleged by Customer, Sumo Logic will provide to Customer a record of Services availability for the applicable period. Sumo Logic will provide such records only in response to claims made by Customers in good faith.

The service credit remedy described in the Services Availability Remedies section above shall be Customer's sole remedy for Sumo Logic's failure to meet the commitment set forth herein.