

Rapid7 Insight Platform Service Level Agreement

During the term of Customer's subscription, the Service will perform in accordance with and subject to this Service Level Agreement ("SLA"). Rapid7's target is 100% System Availability. If the System Availability during a given month is less than 99.95%, Customer may be eligible for a credit as detailed below ("Service Credit"), which is the sole and exclusive remedy for any failure to meet the SLA.

Definitions

- "Scheduled Maintenance Window" means the window during which scheduled maintenance of the Service may be performed. The Scheduled Maintenance Window shall be posted on the Rapid7 Status page (<https://status.rapid7.com>) with at least 24 hours' notice.
- "Service" means the portion of the following offerings hosted by Rapid7:
 - InsightIDR
 - InsightVM
 - InsightAppSec
 - InsightOps
 - InsightConnect
 - InsightCloudSec
 - Threat Command
 - Surface Command
- "Service Credit" means the percentage of the annual fees paid for the service, prorated for a calendar month in which the Service Level was not met. The prorated monthly amount is the number of days the month has divided by 365.
- "System Availability" means the percentage of total time during which the Service is available for Customer to send data into the Insight platform ("Data Collection Uptime") or to log in to the solution ("Log-in Uptime"), excluding Scheduled Maintenance Window. Failure to be able to log in to the solution or send data into the Insight platform due to any of the following is excluded from the System Availability downtime calculation under this SLA:
 - Unavailability of Customer's network;
 - Use of services, hardware, or software not provided by Rapid7;
 - Customer's failure to use any required configurations, follow acceptable use policies, or Customer's use of the Service in a manner inconsistent with the Documentation;

- Customer's use in excess of the licensed capacities or any suspension due to suspected abusive behavior;
- Use of the Service after Customer has been advised to modify its use of the Service.

System availability SLA

Rapid7 will provide 99.95% System Availability for the Service during each calendar month ("Service Level").

Service credits

- For any calendar month the Service Level is not met, if Customer has fulfilled all of its obligations under the Agreement and the Service Level Agreement, that month may be eligible for a Service Credit. Following a validated claim, the Service Credit will be calculated in accordance with the table below and must be used within twelve months of issuance. Service Credits are awarded as a credit for future renewals or purchases, and in no event will a refund be given.
- In the event that the System Availability falls below the percentages in the chart in this section in any given month, the Service Level for that month will be considered unmet.

System availability	Service credit eligibility
99.95% or above	No Service Credit
99.0% or above but below 99.95%	10% of the pro-rated monthly fee paid
95% or above but below 99.0%	25% of the pro-rated monthly fee paid
Below 95.0%	100% of the pro-rated monthly fee paid

- In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly fee for the Service.
- To receive a Service Credit, Customer must file a claim for such credit within five days following the end of the calendar month in which the Service Level was not met by opening a written case in Rapid7's Customer Portal at <http://support.rapid7.com/>. The request must include the following items:
 - Subject line including "SLA Credit Request"
 - Detailed description of the incident
 - Time and duration of the incident
 - Affected resources or operationsAny attempts made by Customer to resolve the incident.

Customer must provide to Rapid7 all additional requested information necessary for Rapid7 to investigate the claim. Rapid7 will use all information reasonably available to it to validate the claim and to determine whether any Service Credits are due. Rapid7 reserves the right to deny the Service Credit if the Customer is not in good standing due to being late on payment or otherwise not in compliance with any material contractual obligation. Please note that the Rapid7 status page (<https://status.rapid7.com>) is not a measurement of System Availability under this Rapid7 Insight Platform Service Level Agreement and the aforementioned steps must be taken for eligibility for Service Credits. Rapid7 reserves the right to modify the Rapid7 Insight Platform Service Level Agreement upon thirty days' notice.