



SERVICE LEVEL AGREEMENT

This document communicates SailPoint's Service Level Agreement ("**SLA**") with Customer for its production instance of the SaaS Services. Except as otherwise modified or defined herein, capitalized terms shall have the same meaning as in the applicable agreement (and related Orders) between Customer and SailPoint associated with the SaaS Services and other Services (the "**SaaS Agreement**"). This SLA consists of this introduction and the following Terms and Conditions.

Terms and Conditions

1. Standard Terms.

- a. During each calendar month of the Term, SailPoint warrants at least 99.9% System Availability for the SaaS Services.
- b. System Availability for the SaaS Services is calculated per calendar month by:
 - i. Dividing (x) the total minutes during which the user interface of the SaaS Services in a Customer production instance are available in the month *minus* the total minutes of scheduled maintenance in the month, by (y) the total minutes in the month *minus* the total minutes of scheduled maintenance in the month; and
 - ii. Multiplying the result by 100.
For purposes of calculating System Availability, only the unavailability of the SaaS Services exceeding 30 seconds will apply.
- c. SailPoint reserves the right to take the SaaS Services offline for scheduled maintenance for which Customer has been provided reasonable notice. SailPoint reserves the right to change its maintenance window upon prior notice to Customer.

2. **Exclusions.** Customer shall not have any remedies under this SLA to the extent any SLA Claim is due to unavailability of the SaaS Services resulting from: (a) a Force Majeure Event, (b) issues associated with the Customer's computing devices, local area networks, or internet service provider connections, (c) use of the SaaS Services outside the scope described in the SaaS Agreement, or (d) inability to provide the SaaS Services due to acts or omissions of Customer or any User.

3. **SLA Claims.** Customer must notify SailPoint customer service via support ticket within five (5) business days from the occurrence of the SLA incident and provide the details of the incident (a "**SLA Claim**"). SailPoint will use log files, database records, audit logs and any other information available to validate an SLA Claim and make a good faith judgment on the applicability of this SLA to such SLA Claim. In the event an SLA Claim is denied, SailPoint shall make the information used to validate such SLA Claim available for auditing by Customer at Customer's request.

4. **Service Credits.** If System Availability is less than 99.9% in an individual month and if Customer has fulfilled all of its obligations under the SaaS Agreement, then upon Customer submitting and SailPoint validating an SLA Claim, SailPoint will issue a Service Credit in Customer's next invoice, calculated in accordance with the below chart. "Service Credit" represents a percentage of the monthly fee associated with the affected SaaS Services. In any given calendar month, Customer shall in no event be entitled to receive a Service Credit that exceeds 50% of its monthly fee for the affected SaaS Services.

| % System Availability | Service Credit |
|-----------------------|----------------|
| < 99.9% | 10% |
| < 99.0% | 20% |
| < 98.0% | 30% |
| < 97.0% | 40% |
| < 96.0% | 50% |

5. Alternative Remedies.

- a. At Customer's election through written request, in lieu of the foregoing Service Credit, SailPoint shall provide a credit to Customer in the equivalent dollar amount as the Service Credit to be used for additional Identity Cubes, a Term extension, or future SaaS Services renewals.
 - b. If SailPoint fails to meet its obligations under the terms of this SLA for (i) three (3) consecutive months or (ii) five (5) months during a calendar year period, then Customer may, in its sole discretion, terminate the SaaS Agreement without penalty and SailPoint shall immediately refund to Customer a pro-rata portion of any prepaid fees paid by Customer to SailPoint that cover the remainder of the Term after the effective date of termination. If Customer desires to terminate the SaaS Agreement pursuant to this provision, Customer must provide written notice to SailPoint pursuant to the SaaS Agreement of such election within ten (10) calendar days of the last day of the three (3) consecutive month period in section (i) of the preceding sentence or the fifth (5th) month in section (ii) of the preceding sentence.
 - c. The remedies stated in this SLA are Customer's sole remedies and SailPoint's exclusive liability for interruption of SaaS Services and SailPoint's failure to meet System Availability.
6. Miscellaneous. Customer may inquire at any time as to SailPoint's compliance with the provisions of this SLA by way of accessing SailPoint's general status website, located currently at <https://status.identitynow.com>.

*** End of Terms and Conditions ***