

Service Level Agreement

SamKnows

This Service Level Agreement (“**SLA**”) applies to SamKnows Limited (“**SamKnows**”) as set out in the [Offer Description](#). If capitalized terms are not defined in this SLA, then they have the same meaning as under the Offer Description.

1. Service Level

SamKnows will use commercially reasonable efforts to deliver the Cloud Service so that the Core Services meet or exceed the performance standards described below (“**Service Level**”). Subject to the terms of this SLA, You are eligible for Service Credits if SamKnows fails to meet the Service Level.

Service Level	During each Measurement Period, the Availability of the Core Services will be 99.5% or greater.
Measurement Period	One calendar month.

2. Service Credits

2.1 Service Credits. If SamKnows fails to meet the Service Level for a given Measurement Period, SamKnows will issue You a Service Credit consistent with the table below.

Availability Percentage	Amount Credited and Type
99.0% - 99.5%	10%
95.0% - 98.9%	20%
<95%	30%

2.2 Service Credit Limitations.

- (A) The aggregate maximum Service Credit for any Measurement Period will be a credit for 30% of the subscription fees paid to us for the applicable Measurement Period, excluding excess usage.
- (B) These Service Credits are Your only remedy if the Core Services do not meet the Service Level.

3. Claims Procedure

3.1 To receive a Service Credit, You must:

- (A) be up to date on payment of all applicable fees;
- (B) promptly notify SamKnows of a Qualifying Outage when You become aware of or reasonably suspect one; and

(C) request Service Credits no more than 30 days after the end of the applicable Measurement Period.

- 3.2 You must submit a claim via email to support@thousandeyes.com.
- 3.3 If You purchased the Cloud Service from a SamKnows partner, You may claim Service Credits or the SamKnows partner may claim them on Your behalf.
- 3.4 If there is a dispute about whether a Qualifying Outage has occurred, SamKnows will decide in good faith based on our system logs, monitoring reports, and configuration records. If You have supporting information for Your claim that You want SamKnows to consider, You should provide this information with Your claim.

4. Issuance

- 4.1 Review. SamKnows will use commercially reasonable efforts to review and issue earned Service Credits within 30 calendar days of confirming that You are entitled to those Service Credits.
- 4.2 Service Credits. Service Credits that Cisco issues via a credit can be used towards the purchase of SamKnows Offers or services. You cannot convert the credit to refunds or cash, and You cannot sell, transfer, or assign the credit. If You purchased the Cloud Service through a SamKnows partner, SamKnows will provide Service Credits as a credit to the SamKnows partner to be used towards the purchase of SamKnows Offers or Cloud Services. You are responsible for entering into appropriate arrangements with the SamKnows partner to receive credit.

5. Non-Qualifying Outages

It is not a Qualifying Outage and You will not be eligible for Service Credits if SamKnows fails to meet the Service Level for any of the following reasons:

- (A) scheduled maintenance or emergency maintenance ('emergency maintenance' is unscheduled maintenance where SamKnows performs work to prevent or mitigate an outage or degradation of the Cloud Service or to prevent or mitigate a security incident) that is less than 4.5 hours per Measurement Period;
- (B) due to or any applicable third-party software, hardware, or services not provided by SamKnows;
- (C) You are using a beta, evaluation, or trial version of the Cloud Service;
- (D) Your failure to (1) use the Cloud Service or perform responsibilities in accordance with the Agreement, or the documentation, or (2) apply updates or upgrades when made available; or
- (E) factors outside of our reasonable control, such as events described as force majeure, Internet outages, pandemics, acts of government, industry-wide shortages, failures, or delays of common carriers.

6. Definitions

Term	Meaning
Availability	Calculated as follows and converted into a percentage: $\frac{\text{Total Service Time} - \text{Total Outage Time}}{\text{Total Service Time}}$

	Total Service Time
Core Services	Your ability to access SamKnows One.
Qualifying Outage	The time that the Core Services are unavailable, as evidenced by less than 30% of the 29> reporting global monitoring points targeting the Core Service returning an expected HTTP response code (HTTP/200). Service Level measurements will be conducted from multiple monitoring points worldwide (and SamKnows may change the set of monitoring points used to calculate Service Level from time to time in its sole discretion).
Service Credits	Credits SamKnows will issue that are calculated based on the value of the Cloud Service fees paid to SamKnows for the Measurement Period in which the Qualifying Outage occurred, excluding excess usage. The applicable Service Credit type and amount is listed in the table in Section 2.
Total Outage Time	The aggregate total time for all Qualifying Outages during a Measurement Period (rounded upward to the nearest minute). To calculate Total Outage Time, each Qualifying Outage will: <ul style="list-style-type: none"> (A) begin when SamKnows logs an incident ticket based on our own identification of a Qualifying Outage or upon confirming a Qualifying Outage You report to SamKnows; and (B) end when the Core Services are restored.
Total Service Time	The total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).