



Service Level Agreement

This Service Level Agreement (“SLA”) applies to the ThousandEyes Cloud Service (referred to herein as the “Cloud Service”) as set out in the Product Description at [ThousandEyes \(cisco.com\)](#). If capitalized terms are not defined in this SLA, then they have the same meaning as under the Product Description.

1. Service Level

Cisco 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 can get Service Credits if Cisco fails to meet the Service Level.

1.1 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

“Availability” is calculated as follows and converted into a percentage:

$$\frac{\text{Total Service Time} - \text{Total Outage Time}}{\text{Total Service Time}}$$

“Core Services” means the app.thousandeyes.com and api.thousandeyes.com monitored properties of the Cloud Service.

“Qualifying Outage” means the time that one or more of the Core Services do not meet the following criteria: (a) packet loss from at least 70% of the >29 reporting global monitoring points targeting the Core Service is measured at less than 50%, and (b) at least 70% of reporting global monitoring points targeting the Core Service return an expected HTTP response code (HTTP/200). Service Level measurements will be conducted from multiple nodes worldwide (and ThousandEyes may change the set of nodes used to calculate Service Level from time to time in its sole discretion).

“Service Credits” means (i) credits Cisco will issue that may be used towards the purchase of additional Units, or (ii) if You have exceeded Your monthly quantity of purchased Units in a given month, credits that may be used towards such excess usage. The applicable Service Credit type and amount is listed in the table in Section 2.

“Total Service Time” means 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).

“Total Outage Time” means 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:

- (i) Begin when Cisco logs an incident ticket based on our own identification of a Qualifying Outage or upon confirming a Qualifying Outage; and

(ii) End when the Core Services are restored.

2. Service Credits.

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

Service Credits Table.

Availability Percentage	Amount Credited and Type
For each one full percent (1%) of Total Outage time below the Service Level. Service Credits in any month will not exceed one hundred percent (100%) of monthly fees.	(1%) of such month's fees

2.2 Service Credit Limitations

2.2.1 The aggregate maximum Service Credit for any Measurement Period will be a credit for the value of 100% of the fees (based on subscription fees paid to us for the applicable Measurement Period), excluding excess usage.

2.2.2 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 Cisco of a Qualifying Outage when You become aware of or reasonably suspect one; and
- (c) request Service Credits no more than 20 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 Cisco Partner, You may claim Service Credits or the Cisco Partner may claim them on Your behalf.

3.4 If there is a dispute about whether a Qualifying Outage has occurred, Cisco 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 Cisco to consider, You should provide this information with Your claim.

4 Issuance.

4.1 Review. Cisco will use commercially reasonable efforts to review and issue earned Service Credits within 30 calendar days of Cisco confirming that You are entitled to Service Credits.

5 Non-Qualifying Outages.

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

- (a) Scheduled maintenance or emergency maintenance (emergency maintenance is where Cisco 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 Your integrations or modifications or any applicable third-party software, hardware, network connections or services not provided by Cisco;
- (c) You are using a beta, limited preview, evaluation, or trial version of the Cloud Service;
- (d) Your failure to (i) use the Cloud Service or perform responsibilities in accordance with Your applicable agreement (e.g. EULA or General Terms), Offer Description, or the Documentation, or (ii) apply updates or upgrades when made available; or
- (e) Factors outside of Cisco's reasonable control, such as events described as Force Majeure in Your applicable agreement, Internet outages, pandemics, acts of government, industry-wide shortages, failures, or delays of common carriers.