

Service Level Addendum

This Service Level Addendum sets forth the service availability commitments for Delinea’s cloud-hosted solutions (each, a “**Cloud Service**” and, together, the “**Cloud Services**”). Defined terms not otherwise defined herein shall be as defined in the underlying master subscription and license agreement between Delinea and the customer covering the customer’s subscription and use of Cloud Services that references this Service Level Addendum (the “**Agreement**”).

Delinea offers the commitments and remedies described in this Service Level Addendum across all of its Cloud Service offerings as a multi-tenant SaaS service and is unable to alter this Service Level Addendum for any one customer.

Cloud Availability Commitment. Delinea uses commercially reasonable efforts to make sure that each of its Cloud Services are Available with a Monthly Availability % during each calendar month of the Cloud Service subscription (“**Cloud Availability Commitment**”) as set forth in the table below (in percentages):

	US	EU	UK	SEA	AU	CA	BR
Delinea Platform	99.99	99.99	99.99	99.99	99.99	99.99	
Secret Server Cloud (Standalone)	99.9	99.9	99.9	99.9	99.9	99.9	
Privileged Access Service / Cloud Suite	99.9	99.9	99.9	99.9	99.9	99.9	99.9
All other Cloud Services*	99.9	99.9	99.9	99.9	99.9	99.9	

- US = United States
- EU = European Union
- UK = United Kingdom
- SEA = South East Asia
- AU = Australia
- CA = Canada
- BR = Brazil

*Locations apply only to the geographies in which such Cloud Services are offered.

The Cloud Availability Commitment excludes unavailability of a Cloud Service (i) during any period when customer's access to the Cloud Service has been suspended under the Agreement, (ii) where the Cloud Service has been discontinued as a product offering, (iii) during any period when maintenance is being performed on the Cloud Service, (iv) resulting from customer's breach of the Agreement, a purchase order or other ordering document or the applicable product documentation, (v) resulting from customer's acts or omissions or those of any third party (other than a Delinea authorized subcontractor), (vi) resulting from customer's systems, network, infrastructure, or any component thereof, operated by customer or its third-party host, any third-party technology, or any other technology that is not under Delinea's direct control or the direct control of a Delinea authorized subcontractor, and (vii) due to a Force Majeure Event (each, an "**Exclusion**").

Current and Historical Availability. Customers can check the current and historical availability of a Cloud Service at <https://status.delinea.com>.

Service Level Credits. If Delinea does not meet the applicable Cloud Availability Commitment for a Cloud Service for two (2) consecutive calendar months or for any three (3) non-consecutive calendar months in any twelve (12) month period during the term of customer's subscription to the Cloud Service, customer may either request (by written notice) (a) to convert its then-current subscription for the affected Cloud Service to an available Delinea product offering for substantially similar functionality and on substantially similar commercial terms, or (b) receive a pro rata service credit ("**Service Credit**") equal to ten percent (10%) of the fee for the Cloud Service subscription and any higher tier support services that customer has paid to Delinea for the affected Cloud Service during the months in which the applicable Cloud Availability Commitment was not met. The foregoing two remedies constitute the customer's sole and exclusive remedy in relation to Delinea's inability to meet the Cloud Availability Commitment for any Cloud Service.

Service Credits have no cash value and may only be applied to customer's future purchases of Delinea products and services. Service Credits shall be considered issued upon Delinea's written confirmation of customer's eligibility for Service Credits and will automatically be applied to customer's next scheduled invoice or invoices following the calendar month in which customer is eligible to receive the Service Credits. Unused Service Credits automatically expire twelve (12) months after their issuance and have no value once expired. If customer has prepaid in full for all Cloud Services under the Agreement, in the event the Agreement expires and is not

renewed, customer will be entitled to a refund of any unused and unexpired Service Credit amount upon written request to Delinea within thirty (30) days of the expiration of the Agreement.

Defined Terms.

“**Available**” means that the Cloud Service can be accessed by (i) authorized users and (ii) authorized machines or workloads.

“**Force Majeure**” means any circumstances beyond Delinea’s reasonable control, including acts of God, floods, fires, earthquakes, epidemics, pandemics, other catastrophes, explosions, wars, terrorism, internet, utility and related disruptions, network intrusions, denial of service attacks or other hacking activities, invasions, riots or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including the imposition of sanctions or an embargo (each a “**Force Majeure Event**”).

“**Monthly Availability %**” means $(\text{total minutes in a calendar month} - \text{total minutes when the Cloud Service is not Available in a calendar month (excluding any Exclusions)}) / \text{total minutes in a calendar month} \times 100$.

Archived Version (March 20, 2024 - March 31, 2024)