

Service Level Addendum

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Archive

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.

Delinea Cloud Services SLAs

Cloud Availability Commitment. Delinea uses commercially reasonable efforts to make sure that each of its Cloud Services (excluding Fastpath Solutions covered below) 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 affected Cloud Service 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 $(\text{total minutes in a calendar month} - \text{total minutes when the Cloud Service is not Available in a calendar month (excluding any Exclusions)}) / \text{total minutes in a calendar month} \times 100$.

Fastpath Solutions SLA

Fastpath Service Availability Commitment. Delinea will use commercially reasonable efforts to make the Fastpath Solutions Available with a Monthly Uptime Percentage of at least 99.95% of the time each month, excluding any Exclusions, as defined above (the **"Fastpath Service Commitment"**).

Service Credits; Sole Remedy. Delinea will only issue Fastpath Service Credits in the event that the Fastpath Solutions are Unavailable as a result of a severe degradation in the response time of the Fastpath Solutions. Fastpath Service Credits are calculated as a percentage of the total charges due on your Fastpath Solution invoice for the month in which Availability fails to meet the Fastpath Service Commitment, applied proportionally based on the Fastpath Service Commitment percentage.

Delinea will apply any Fastpath Service Credits only against future payments for the Fastpath Solutions otherwise due from you. Fastpath Service Credits will not entitle you to any refund or other payment from Delinea. A Fastpath Service Credit will be applicable

and issued only if the credit amount for the applicable monthly billing cycle is greater than one hundred dollars (\$100 USD). Fastpath Service Credits may not be transferred or applied to any other account.

Receipt of a Fastpath Service Credit (if eligible) shall be your sole and exclusive remedy for Delinea's failure to meet the Fastpath Service Commitment.

Fastpath Service Credit Request and Payment Procedures. To receive a Fastpath Service Credit, you must submit a claim in writing to Delinea support. To be eligible, the credit request must be received by Delinea within one month of the month in which Availability fails to meet the Fastpath Service Commitment and must include (1) the words "SLA Credit Request" in the subject line; and (2) the dates and times of each Unavailability incident that you are claiming.

If the Monthly Uptime Percentage of such request is confirmed by Delinea to be less than the Fastpath Service Commitment, then Delinea will issue the Fastpath Service Credit to you within one month of Delinea's confirmation. Unavailability incidents Delinea has already issued Fastpath Service Credits for pursuant to this Fastpath Solutions SLA will not be considered in future calculations of the Monthly Uptime Percentage.

Your failure to provide the request as required in the section will disqualify you from receiving a Fastpath Service Credit.

Additional Definitions. The following definitions shall apply to the terms set forth in this "Fastpath Solutions SLA" section:

"Fastpath Solutions" means those cloud services offerings for separation of duties or identity governance and administration that Delinea references as a Fastpath Solutions service in order documentation.

"Fastpath Solutions Availability" or **"Available"** for purposes of this "Fastpath Solutions SLA" section means the period of time the Fastpath Solutions are accessible for use by a customer that has subscribed to such Fastpath Solutions. The Fastpath Solutions shall be deemed Available during any period of unavailability attributed to an Exclusion.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Fastpath Solutions were Unavailable. The Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any Exclusion.

"Fastpath Service Credit" means a credit denominated in US dollars, that Delinea may credit back to an eligible account if Delinea determines it has failed to meet the Fastpath Service Commitment.

"Unavailable" and **"Unavailability"** means when the Fastpath Solutions are not Available.

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