



Service Level Terms (SLA)

1. Availability.

1.1. Services Availability. LogicMonitor will use commercially reasonable efforts to ensure that the LogicMonitor Service maintains a Services Availability level of 99.9% for Customer. As used herein, “**Services Availability**” relates to the core application’s availability as served from LogicMonitor hosted environments for data ingestion, alerting, and Customer portal access. Excluding scheduled maintenance periods, the Service will be deemed “**available**” so long as, (a) data ingestion services are able to accept incoming monitoring data, (b) alerting services are able to generate and attempt delivery of alert messages, and (c) Customer’s authorized users are able to login to their Customer portal interface. Services Availability is measured in minutes as a percentage of a particular month (based on a 24-hour day for the number of days in the subject month) that the LogicMonitor Service is available.

1.2. Scheduled Maintenance. Services Availability shall not include Planned Maintenance or Extraordinary Circumstances (each as defined in the Terms of Service).

1.3 Remedies for Services Availability Failure.

1.3.1 If the Services Availability in the aggregate falls below 99.9% for one (1) calendar month, a Service credit (a “**Service Credit**”) will be available for each additional hour during that same calendar month that the LogicMonitor Service is unavailable rounded up to the full hour. Each Service Credit will be equal to one (1) hour of the annual contract value. To assess Services Availability, Customer may request the Service Availability for the prior calendar month by filing a LogicMonitor support request ticket through the LogicMonitor support portal. If Services Availability was below 99.9% in the aggregate for the applicable calendar month, Customer may receive the available Service Credit by providing a written request to LogicMonitor for the available Service Credit no later than 60 days after the last day of the calendar month during which the Services Availability failure occurred. Any Service Credit due to the Customer shall be credited to the Customer on the next invoice issued by LogicMonitor under the applicable Service Agreement.

1.3.2 If (a) the Services Availability falls below 99.9% for any three (3) calendar months in any twelve (12) month period, or (b) the LogicMonitor Service is unavailable for a period of thirty-six (36) consecutive hours, or (c) the Services Availability falls below 95.00% for any one (1) calendar month during any twelve month period, Customer may either (i) immediately terminate the then-current Service Agreement upon five (5) days prior written notice to LogicMonitor and receive a pro-rata refund of pre-paid fees (if any) for periods for which Service has not yet been provided as of the effective date of termination, or (ii) request the Service credits identified in section 1.3.1.