

Service Level Agreement for Hosted Services

This Service Level Agreement (“SLA”) between Tenable (“Tenable”) and Customer is subject to the applicable license or subscription agreement between Tenable and Customer under which the Customer licenses the Hosted Services, or if the parties have not executed such separate agreement, the Tenable Master Agreement located at http://static.tenable.com/prod_docs/tenable_slas.html (the “Agreement”). All defined terms used in this SLA and not defined herein shall have the meaning assigned to them in the Agreement. Tenable shall provide the Hosted Services and Software in connection with the Agreement. This SLA governs Tenable’s performance and delivery of the Hosted Services to Customer.

1. Definitions.

“Potential Uptime” means the amount of time in a given month.

“Production Uptime” Production Uptime represents the amount of time in a given month that Customer has the ability to log in or access the Hosted Services user interface (or authenticate to APIs) and perform associated Scanning related activity. Potential Uptime is measured by Tenable in a given month by the following calculation:

Production Uptime = (Potential Uptime) – (Hosted Services Interruption Time) / (Potential Uptime) – (Exclusions)

“Hosted Services Interruption Time” is the period of time for which the Hosted Services (or any material portion thereof) are unavailable due to issues caused by or attributable to Tenable or its agents. Hosted Services Interruption Time does not include Regular Maintenance or Scheduled Maintenance.

“Regular Maintenance” is the period of time under which the Hosted Services may be unavailable for recurring maintenance work. Tenable attempts to schedule this time when usage of the Hosted Services is light across Tenable’s customer base and therefore, Tenable shall only conduct Regular Maintenance daily between the hours of 7AM and 9AM (EST). Regular Maintenance is required in order to update Tenable’s plug-in databases as well as to maintain system health requirements. Tenable shall use commercially reasonable efforts to minimize any Regular Maintenance windows to the minimum time necessary to support performance of the Hosted Services. Often times, Customer will not experience any Hosted Services Interruption Time during periods of Regular Maintenance.

“Scheduled Maintenance” is the period of time under which the Hosted Services may be unavailable for *non-recurring* maintenance. Scheduled Maintenance is required in order to provide updates to the Hosted Services as well as to maintain system health requirements. Tenable shall provide Customer at least twelve (12) hours advance notice prior to Scheduled Maintenance; provided, however, Tenable shall endeavor to provide at least twenty-four (24) hours advanced notice for Scheduled Maintenance. Tenable shall use commercially reasonable efforts to minimize any Scheduled Maintenance windows to the minimum time necessary to support performance of the Hosted Services. Often times, Customer will not experience any Hosted Services Interruption Time during periods of Emergency Maintenance.

“Emergency Maintenance” describes maintenance for certain emergency situations, where advance notice may be not be feasible, possible or practical. Tenable shall use commercially reasonable efforts to minimize any Emergency Maintenance windows to the minimum time necessary to support performance of the Hosted Services. Periods of Emergency Maintenance shall be included in Hosted Services Interruption Time.

2. Service Levels Commitment. Tenable commits to provide a 99.95% Production Uptime with respect to the Hosted Services during each calendar month of the subscription term.

3. Service Level Credits. If Tenable fails to perform the Hosted Services in accordance with the Service Level Commitment, then Customer may request a Service Level Credit in accordance with this SLA. Service Level Credits shall be Customer's sole and exclusive remedy for unavailability or performance degradation of the specific Hosted Services.

4. Weighting Factor. The "Weighting Factor" for calculation of the Service Level Credit is set forth below and correlates to the relative unavailability of the Hosted Service in a given month.

Production Uptime between 99.95% and 100% = 0
Production Uptime between 95.00% and 99.94% = .1
Production Uptime between 90.00% and 94.99% = .15
Production Uptime below 90% = .2

5. Calculation of Service Level Credits. The following equation shall be used to calculate any Service Level Credits:

Service Level Credit (in \$) = Weighting Factor *multiplied by* the monthly fee for applicable Hosted Service.

Example: Production Uptime in a given month is 95%. The monthly fee for the Hosted Service is \$100 (*Annual fee for the Hosted Services is \$1,200*).

Service Level Credit (in \$) = (0.1) x \$100 = \$10.

If Customer has paid in advance for one or more years of the Hosted Services, monthly fees will be calculated on a pro rata basis.

6. Exclusions. "Exclusions" shall mean any time for which the Hosted Services are unavailable to do any of the following:

- (i) Customer's breach of, or failure to perform any obligations under, this SLA or the Agreement;
- (ii) issues relating to Customer's environment, internal networks, computer systems, firewalls or Customer's inability to connect to the internet;
- (iii) Force Majeure Events; or
- (iv) issues arising from failures, acts or omissions Tenable's upstream service providers (i.e. AWS).

7. Requests. In order to receive a Service Level Credit, Customer must request such by emailing Tenable at credits@tenable.com, within 10 days of the end of the applicable month. If Customer is past due or in default with respect to any payment or any material contractual obligations to Tenable, Customer is not eligible for any Service Level Credit. Service Level Credits are non-refundable and may only be applied to future upgrades or renewals of the specific Tenable Hosted Services affected.

8. Changes. This Service Level Commitment may be amended by Tenable in its reasonable discretion but only after providing thirty (30) days' advance notice. Tenable may provide such notice either as a note on the screen presented upon logging in to the Hosted Services, or by email to the email addressed registered with Customer's account.

This SLA was updated on July 15, 2019 (ver 2).