BigID Cloud SLA

Unplanned Downtime

System Availability SLA is defined as 99.9% during each calendar month for the SaaS Software. "Available" or "Availability" is expressed as the number of minutes during a particular calendar month that the production version of the SaaS Software system was available for Customer to successfully use the user interface and APIs of the SaaS Software. "Downtime" means the number of minutes during a particular calendar month that the production version of the SaaS Software system was not Available to Customer, but expressly excludes any time the SaaS Software system was not Available as a result of (i) any planned downtime, not to exceed 8 hours per calendar month; or (ii) an event outside of BigID's reasonable control, e.g. disruption of Critical Infrastructure Service Providers ("CISPs"), Internet outages or other force majeure events (as may be described in Customer's Subscription Agreement). In case one or more CISP(s) experiences disruption or downtime, BigID will endeavor to obtain and provide Customers with regular updates on system status, mitigation efforts and expected timing of service restoration from the affected CISP(s).

BigID's CISP(s) include, without limitation AWS Atlas MongoDB (metadata storage), and additional service providers which enable monitoring, alerting etc.

Planned Downtime

BigID will perform regular maintenance and upgrades to the system in order to make the latest features, fixes and improvements available and ensure optimal performance.

This planned Downtime is scheduled as follows:
- Staging tenant: 1st Sunday of every month
- Production tenant: 2nd Sunday of every month
- Upgrade/Maintenance window: 2AM - 7AM ET
- Upgrade/Maintenance duration can take up to 5 hours

SLA Measurement

The SLA for availability is measured by the availability of the BigID web-based UI, APIs, and backend database, which is continuously monitored using an industry recognized third-party performance management and log management tool.

Remedy

In the event that the Availability Percentage is below 90% in any given calendar month or is below 99.9% in any three consecutive calendar months during the Order Term, then upon written request, Customer will receive a service Credit equal to 2% of the applicable SaaS Software Managed Service Fee (license and hosting) for the calendar month for each 1% below BigID System Availability SLA (minimum 2%), not to exceed 100% of the such fees for the applicable calendar month.

The service Credit set forth above is Customer's sole and exclusive remedy and BigID's sole and exclusive liability in connection with a failure to meet the SLA / Availability Percentage.