Service Level Agreement

Last Updated: 31 December, 2024

This Service Level Agreement ("**SLA**") is an integral part of the agreement governing the use of the Akeyless services ("**Agreement**" and "**Service**" respectively). Terms used herein, however not defined, shall have the same meaning as defined in the Agreement.

To the extent the Akeyless Services are purchased through an authorized partner or reseller ("**Reseller**"), all or any portion of the support services may be provided by the Reseller.

1. **DEFINITIONS**

- "**Availability**" the availability percentage commitment is set forth in the table below, and is calculated, for each 5-minute interval, as the percentage of Requests processed by Akeyless that do not fail with Incident. If a Request was not made within given 5-minute interval, that interval is assumed to be 100% available. Akeyless performs availability measurements on a per service / use case basis.

- "**Customer**" means the entity or person (other than a Reseller) placing an order for, or accessing the Akeyless Services.

- "**Downtime**" means lack of Availability.

- "**Incident**" means (i) any single event; or (ii) any set of events, that result in Downtime.

- "**Monthly Uptime Percentage**" is calculated, for each given Akeyless region, as the average of the Availability for all 5-minute intervals in a monthly billing cycle. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

- "**Planned Downtime**" means any planned infrastructure maintenance, which might cause Downtime.

- "**Request**" means a customer-initiated action of a type specifically listed as being supported by Akeyless in the Akeyless Documentation publicly available on the Akeyless website.

- "**Service Credit**" means a dollar credit, calculated as set forth below, that Akeyless may credit back to an eligible account to offset from future payments only.

2. **SUPPORT CHANNELS AND ESCALATION PROCEDURE**

Depending on your SLA Tier provided below, our support channels are available 24 hours per day, 7 days a week, 365 days a year.

- **Email support**: Our support team can be contacted at: support@akeyless.io. Please make sure to contact us via your registered email with us.
- **Open a ticket**: Our support team can also be contacted through this form: https://www.akeyless.io/submit-a-ticket/
- **The Bug Bounty Program**: Any individual, including Customer, can report a bug or vulnerability it found on the Services through the Bug Bounty Program available here.
- Akeyless system operational status page including historical uptime https://status.akeyless.io/, the Customer may also receive such notifications through email correspondence.
- **Online chat** available through the Akeyless website: https://www.akeyless.io/.
- **Escalation procedure**: Depending on your SLA Tier as detailed below, if your Request has not been resolved according to this SLA, or where an expedite problem resolution is required, the Customer may escalate your Request by contacting: support_escalation@akeyless.io.

3. **SERVICE COMMITMENT**

Akeyless makes best efforts to make the Services available with a Monthly Uptime Percentage for each Akeyless region, during any monthly billing cycle per the below table ("**Service Commitment**"). In the event the Services do not meet the Service Commitment, the Customer will be eligible to receive Service Credit as described below.

Support Tiers	SILVER	GOLD	PLATINUM
Availability	99.99%	99.99%	99.99%
Hours of Support Availability	Best effort	24×7	24×7

Support Tiers	SILVER	GOLD	PLATINUM
Response Time – Severity 1	Best effort	2 hours	20 mins
Named Customer Success Engineer	N/A	N/A	Yes
Customer Point(s) of Contact	1	2	5
Client Daily Transaction Quota	2k per day	4k per day	6k per day
Maximum Client Transactions per minute	200	600	800

4. **SERVICE CREDITS**

- Solely to the extent Customer is not in breach of the Agreement, and as Customer's sole and exclusive remedy for Incidents, Akeyless shall credit Customer's Account (or the applicable Reseller in the name of Customer where Customer purchased and paid for the Service through a Reseller) with the applicable credit percentage in accordance with the applicable Monthly Uptime Percentage ("**Credit**"). For the avoidance of doubt, Customer may not unilaterally offset monthly service fees for any performance or availability issues.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but greater than or equal to 99.5%	10%
Less than 99.9% but greater than or equal to 95%	25%

Less than 95%	40%

- The Credits are calculated as a percentage of the total charges paid by the Customer for the Services for the billing cycle in which the Incident occurred in accordance with the schedule above and are applied only against future payments or fees due. Where Customer purchases and pays for the Service through a Reseller, the Reseller shall be solely responsible for issuing the appropriate amounts to Customer against Customer's future payment obligations.

- Credits may be issued to Customer's credit card as shown in our records, or otherwise deducted from the payment due by Customer, as our sole discretion. If Customer purchased and paid for the Service through a Reseller, then such fees calculations shall be based on the fees payable by the applicable Reseller to Akeyless.

- Service Credits will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar ($1 USD). Credits may not be transferred or applied to any other Account.

- To receive a Credit, Customer shall submit to Akeyless a detailed Credit claim via support@akeyless.io ("**Claim**") by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, Akeyless must receive the claim and all required information by March 31st. Customer's failure to provide the Claim within the such allotted timeframe will disqualify Customer from receiving a Credit.

- A Claim shall include all information necessary for Akeyless to validate the Claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); (iv) descriptions of the attempts to resolve the Incident at the time of occurrence; (v) request logs that document the errors (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

- Akeyless will use commercially reasonable efforts to process Claims during the subsequent month and within forty-five (45) days of receipt. If Akeyless determines that a Credit is indeed owed to Customer, it will apply the Credit to the following monthly service fees.

- The aggregated maximum number of Credits to be issued by Akeyless to Customer in a single calendar month will not exceed 100% of the amount invoiced for the affected Service in that invoice billing period, and the excess amount will be forwarded to the next billing cycles until credited in full or until no further payments are due (in such case, any excess shall be relinquished).

5. **EXCLUSIONS**

This SLA and any applicable Service Levels do not apply to Downtime caused as a result of the following:

- Planned Downtime: The Service was unavailable due to planned maintenance, provided that Akeyless provides Customer at least forty-eight (48) hours' advance notice (by posting an announcement on the [Status Page](#), via your Account, the Service or platform, or by sending an email).

- Force Majeure: delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, global pandemic, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- Unavailability which: (i) resulting from your or a third party's software, network, links, products, services, widgets, apps, integrations, hardware or other equipment, including Third-Party Services; (ii) resulting from your or anyone on your behalf use of the Service in violation or in a manner not authorized in the Agreement, including the Documentation, or in writing by us; (iii) resulting from a Distributed Denial of Service (DDoS) attacks or other unlawful activity; or (iv) due to any unauthorized access to or use of the Service.

- Evaluations: During or with respect Trial Services (as determined by Akeyless).

6. **CHANGES TO THIS SLA**

Akeyless may modify this SLA at any time, provided that if it makes any changes that materially adversely decrease the level of service, then it shall notify Customer by posting an announcement on the website, Customer Account, the Service or platform, or by sending an email.