Service Level Agreement

Duo

This Service Level Agreement ("SLA") applies to Duo as set out in the Offer Description. If capitalized terms are not defined in this SLA, then they have the same meaning as under the Offer Description. Duo Security reserves the right to modify this Service Level Agreement at any time by updating the terms in this document.

1. Service Level

Cisco will use commercially reasonable efforts to deliver the Cloud Service so that the Core Services meet or exceed the performance standards described in Table 1 below ("Service Level"). Subject to the terms of this SLA, You are eligible for a Service Credit if Cisco fails to meet the Service Level.

Table 1. Service Level

Service Level	During each Measurement Period, the Availability of the Core Services will be 99.99% or greater
Measurement Period	One calendar month

2. Service Credit Eligibility and Process

2.1 Service Credit. If Cisco fails to meet the Service Level for a given Measurement Period, Cisco will issue You a service credit in accordance with the terms of this Section 2 ("Service Credit").

Table 2. Service Credit

Availability Percentage	Service Credit (Amount Credited and Type)
<99.99% - >= 99.9%	3
<99.9% - >= 99.00%	7
<99.00 - >= 95.00%	10
<95.0%	15

Service days: If You are entitled to a Service Credit, additional days of Cisco Offer use in the amount and type listed in Table 2 ("Service Days") will be added to the end of Your existing Cisco Offer Usage Term. You will be responsible for adjusting the term of any other Cisco Offers or Services that depend on the Cloud Service (which may require a fee). You cannot convert the Service Credit to general credits or refunds, and You cannot sell, transfer, or assign the Service Credit. If applicable, Cisco will use commercially reasonable efforts to notify Your Cisco Partner of the awarded Service Credit.

Service Credit Limitations

2.2 Aggregate Maximum Service Credit. The aggregate maximum Service Credit for any Measurement Period will be 15 Service Days.

2.3 Exclusive Remedy. A Service Credit is Your sole and exclusive remedy if the Core Services do not meet the Service Level described in Table 1 for a given Measurement Period. Any Service Credit provided under this SLA will count toward the limitation of Cisco's liability under Your applicable agreement.

3. Claims Procedure

3.1 Customer Obligations. To receive a Service Credit, You must:

(A) be up to date on payment of all applicable fees;

(B) promptly notify Cisco of Qualifying Downtime when You become aware of or reasonably suspect it. Notifications of Qualifying Downtime should be sent in writing to Cisco Duo Technical Support within 30 days from the time of Qualifying Downtime.

(C) request the Service Credit by submitting a claim via Cisco Duo Technical Support ticket no more than 30 days after the end of the applicable Measurement Period.

3.2 Claim Submission. If You purchased the Cloud Service from a Cisco Partner, You may claim the Service Credit or the Cisco Partner may claim it on Your behalf.

3.3 Review. If You have supporting information for Your claim that You want Cisco to consider, You should provide this information with Your claim. Cisco will use commercially reasonable efforts to review Your claim (including supporting information provided, if any) and issue the applicable Service Credit within 30 calendar days of confirming Your eligibility. Cisco reserves the right to

deny the Service Credit if Cisco determines You are not eligible.

4. Exclusions

Qualifying Downtime for the purposes of this SLA excludes issues resulting from or involving:

(A) Scheduled, planned, or emergency maintenance ('emergency maintenance' is unscheduled maintenance where Cisco performs work to prevent or mitigate an outage or degradation of the Cloud Service or to prevent or mitigate a security incident);

(B) Integrations or any software, hardware, or services not provided by Cisco or other integrations that have not been certified by Cisco;

(C) Use of alpha, beta, evaluation, or trial versions of the Cisco Offer;

(D) Failure to (1) use the Cisco Offer or perform responsibilities in accordance with Your applicable agreement (e.g., General Terms or Enterprise Agreement), Offer Description, or the Documentation, or (2) apply updates or upgrades when made available; or

(E) Factors outside of Cisco's reasonable control, such as events described as Force Majeure in Your applicable agreement, Internet outages, pandemics, acts of government, cyber-attacks, industry-wide shortages, failures (including failures involving software, hardware, equipment or technology) for which Cisco is not responsible under Your applicable agreement, or delays of common carriers;

(F) Duo Free or Duo Free or offers where Duo services are included at no cost.

5. Definitions

Term	Meaning
Availability	Calculated as follows and converted into a percentage: (Total Service Time – Total Qualifying Downtime)/Total Service Time
Core Services	Duo Security multi-factor authentication service
Qualifying Downtime	The period during which the Core Services are not available, subject to the exclusions stated in Section 4 (Exclusions) of this SLA, and which: begins (i) when Cisco logs an incident ticket based on Cisco's identification of Core Services downtime, or (ii) upon Cisco's confirmation of Core Services downtime You report to Cisco; and ends when the Core Services are restored.
Total Qualifying Downtime	The aggregate total time for all Qualifying Downtime during a Measurement Period (rounded upward to the nearest minute). "Downtime" means when there is more than a five percent user error rate across all of a Customer's Users. Downtime is measured based on server side error rate.
Total Service Time	The total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).