AKKA

Lightbend, Inc. (d.b.a. Akka)

Akka Availability Guarantee Policy

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Version 1

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1.1. Introduction

Akka believes in the resilience and reliability of its Software, to the point where Akka guarantees it to the extent described in this Policy.

Akka will guarantee a **99.9999%** availability of Your Application Services that Customer builds with Akka and deploys into an Akka Region.

If Akka causes a loss of availability in Your Application Services, Akka will reimburse Customer for the unavailability period in accordance with the terms and conditions set forth below.

1.2. Scope

This policy applies to Your Application Services that are deployed in more than one Akka Region and have HA/DR services activated by Customer for replication.

1.3. Referenced Policies

1. Resilience Guarantee Policy - Akka's policy that guarantees Your Applications will never experience a data loss caused by Akka.
2. Customer Support Policy - Akka's policy that governs Akka's support and managed services SLA.

1.4. Referenced Frameworks and Standards

1. Akka's Internal Assurance Framework

1.5. Availability Guarantee

1.5.1. Guarantee

For Your Application Services deployed to more than one Akka Regions, Akka offers an availability (i.e., the ability of Your Application Services to respond to normal requests) guarantee of 99.9999% if the following conditions are met:

1. Your Application Services are deployed in an Akka Region configured using Akka's Tooling.
2. Your Application Services are deployed into at least two Akka Regions, with replication active along with HA/DR configured.
3. Your Application Services and the Akka Regions are accessible by Akka for monitoring purposes and for Akka to make configuration updates directly.
4. After each "Major Change' as determined by Customer, Customer will perform a performance and load test of Your Application Services. Your Application Services must pass, as determined by Customer, such performance and load test. Minor changes and patches do not require performance and load test.
5. Customer has completed Akka's then-current Application Readiness Checklist for Your Application Services, has obtained Akka's written approval of the completed checklist prior to deploying Your Application Services to production, and Your Application Services continues to satisfy the Application Readiness Checklist throughout the period for which this guarantee is claimed.

1.5.2. Product Exclusions

This guarantee does not apply to:

1. The Akka Federation Plane or other hosted services available at Akka.io (see the Cloud Services SLA Policy).
2. Self-Managed or other forms of deployment of any Akka product other than AAO in BYOC deployments.

1.6. Availability Guarantee Claims

1.6.1. Filing a Claim

Assuming Customer qualifies, to file a claim, Customer must open a support ticket via the Support Portal within seventy-two (72) hours of Your Application Services first exhibiting signs of non-availability behavior. The ticket should include:

- The unavailability time frame of Your Application Services, and
- Either debug logs showing the unavailability events, or, a minimal reproducer that demonstrates the issue.

For the sake of clarity, this seventy-two (72) hour support ticket is to log an indication of system-wide non-availability for obtaining credits against this availability guarantee. If Your Application Services exhibit unplanned, multi-region non-availability, that scenario should be considered a Severity 1 issue with Customer opening the related support ticket immediately upon first knowledge thereof.

1.6.2. Validation

Customer's claim will be approved for remuneration only after Akka verifies that the issue that caused the downtime originated from issues caused by Akka.

Akka will attempt to validate the issue independently, however, Akka may require Customer's participation in order to diagnose the issue, including attempting suggested resolutions on a test system.

1.6.3. Limitations and Application of Credits

Once a claim is filed and validated, a reimbursement credit for ten (10) times the applicable fees (for annual subscriptions, the pro-rata allocation of Customer's total annual Software and managed services spend) of the non-available period will be issued.

This credit will be applied to Customer's future license or subscription (as applicable) fees with Akka and cannot be redeemed for cash or cash equivalent.

1.6.4. Issue Exclusions

This guarantee does not apply to any issues:

1. Caused by factors outside of Akka's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Akka;
2. That result from any actions or inactions of Customer, including failure to acknowledge a recovery volume, initiate a failover, or respond to resource health concerns;
3. That result from issues that could have been prevented by executing a performance and load test prior to introducing a change into the environment.
4. That result from equipment, software or other technology not supplied by Akka, which includes unintended interference from Java Virtual Machine observability agents;
5. That result from Customer-scheduled downtime, maintenance, or upgrade windows;
6. That use a version of Akka's product where the root cause of the loss was caused by a known issue that has been resolved in a subsequent version;
7. That result from use of any pre-release of Software such as Beta Release or Milestone Releases, except for Developer Support and agreed to by Akka in an applicable Order Form; or
8. That result from use of software not obtained from Akka under the Agreement.
9. Arising from issues in an Akka Region for which Customer has not worked with Akka to fully complete Akka's production readiness checklist for that region.

1.7. Compliance

For Akka employees, failure to comply with this policy may result in progressive discipline up to and including dismissal. For non-Akka employees and contractors, failure to comply may result in removal of the individual's ability to access and use Akka data and systems. Employers of non-Akka employees will be notified of any violations.

Glossary

AAO Akka Automated Operations - a managed platform deployed within a customer VPC that fully automates and supports production-grade, self-clustering and elastic agentic services built with the Akka SDK.. 1

Akka Federation Plane A global coordination point that is responsible for organizations, accounts, billing, and federating multiple Akka regions into a single substrate for which Akka applications can be deployed into. The Akka Federation Plane runs at Akka.io and is managed by Akka. The Akka Federation Plane is necessary for the deployment of Akka applications, while the application plane is responsible for your application's elasticity, availability, and resilience. An unavailable Federation Plane will not impact running Akka applications.. 1

Akka Region In the context of Akka deployments, an Akka Region is a self-contained, managed runtime environment deployed directly within a customer's own cloud infrastructure.. 2

Application Readiness Checklist A document published by Akka at `https://trust.akka.io/application-readiness-ch` that sets out the requirements an Akka application must satisfy before it can be deployed to production under the Availability Guarantee or the Resilience Guarantee. Akka may update the Application Readiness Checklist from time to time.. 1

Beta Release A pre-release version of software intended for early access to new features that are still under development.. 2

BYOC **B**ring **Y**our **O**wn **C**loud - A deployment model where a vendor's software is deployed and runs within a customer's cloud environment, allowing the customer to retain control over data residency and security policies.. 1

DR **D**isaster **R**ecovery is a set of policies, tools, and procedures used to regain access and functionality to IT infrastructure following a catastrophic event. While HA focuses on surviving small hardware failures, DR is the "Plan B" for major disasterssuch as fires, floods, cyberattacks (like ransomware), or massive regional power outages.. 1

HA **H**igh **A**vailability refers to a system design approach that ensures a service remains operational and accessible for a high percentage of time, even during component failures or routine maintenance. The goal of HA is to eliminate single points of failure so that if one part of the system breaks, another part immediately takes over without the user noticing a disruption.. 1

Milestone Release A non-final release that may contain unfinished features or other issues.. 2

SLA A **S**ervice **L**evel **A**greement is a legal or formal commitment between a service provider and a customer. It defines the minimum level of service expected and, crucially, the penalties (such as service credits or refunds) if those levels aren't met.. 1

Support Portal Akka's online support ticketing/issue system.. 2

Your Application Services In the context of Akka's policies, Your Application Services refers to application components or services developed by the customer to implement their business logic.. 1, 2

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