AKKA

Lightbend Inc, d.b.a Akka

Cloud Services SLA Policy

February 3, 2025

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1.1. Introduction

Our Cloud Services SLA defines the level of service that customers who use our hosted services can expect from Akka. It contains the measurement parameters of this service and the solutions if the service levels are not respected.

1.2. Scope

This Akka Cloud Services Service Level Agreement ("SLA") is a policy governing the use of Akka in our hosted/managed environments and applies separately to each account using Akka. In the event of a conflict between the terms of this SLA and the terms of the Customer Agreement or other agreement with us governing your use of our Services (the "Agreement"), the terms and conditions of this SLA apply, but only to the extent of such conflict. Capitalized terms used herein but not defined here shall have the meanings set forth in the Agreement.

This Service Level Agreement ("SLA") applies only to Akka-hosted products for customers with paid Subscriptions and does not apply to any other product offered by Akka, including any Free Trial or other similar free products and services. Akka will provide at least 90 days advance notice for adverse changes to this SLA.

1.3. Definitions

Please see the Policy Definitions document distributed with this policy for the definition of terms and abbreviations

1.4. Referenced Policies

1. Resilience Guarantee Policy

1.5. Cloud Services SLA

Our service-level agreements around our hosted services.

1.5.1. Uptime Target

Akka will use commercially reasonable efforts to make Akka-hosted products available with an uptime percentage of at least 99.9

"Uptime" is defined as the system being responsive and operational.

1.5.2. Service Credits

If Akka fails to meet the uptime commitment or the latency commitment as defined Akka may credit back to an eligible account a service credit for the period affected.

The service credit is a percentage of the applicable service fees for the affected period to be credited to the customers hosted product account, if Akka approves the claim, as set forth in the table below.

Monthly Uptime Percentage	Service Credit Percentage
99.8% – < 99.00%	25%
< 99.00%	50%

Latency Percentile	Service Credit Percentage
80% – 90%	25%
<80%	50%

1.5.3. Customer Obligations

In order to be eligible for any of the Service Credits, the customer must:

- Log a support ticket with Akka within 24 hours of first becoming aware of an event that impacts service availability.

- Submit a claim and all required information by the end of the month immediately following the month in which the Downtime occurred.

- Include all information necessary for Akka to validate the claim, including:

- – a detailed description of the events resulting in Downtime, including the request logs that document the errors and corroborate the claimed outage (with any confidential or sensitive information in the logs removed or replaced with asterisks);

- – information regarding the time and duration of the Downtime;

- – the number and location(s) of affected users (if applicable); and

- – descriptions of attempts to resolve the Downtime at the time of occurrence.

- Reasonably assist Akka in investigating the cause of the Downtime and processing the claim.

- Comply with the applicable Akka service agreement, applicable hosted product documentation and any advice from Akka's support team.

1.5.4. Exclusions

The Akka hosted products SLA does not apply to any unavailability, suspension or termination of Akka issues, directly or indirectly:

- 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;

- That result from any actions or inactions of the customer, including failure to acknowledge a recovery volume or respond to resource health concerns;

- That result from equipment, software or other technology not supplied by Akka;

- Use of any pre-release of the Software such as Beta or Milestone releases, except for Developer Support and agreed to by Akka in an applicable Order Form;

- Use of software not obtained from Akka under the Support Agreement; or

- Arising from Akka's suspension or termination of the customers right to use the platform in accordance with its agreement. If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then Akka may, but is not required to, issue a Service Credit considering such factors.

1.6. 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.

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