AKKA

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

Resilience Guarantee Policy

2026-06-30

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 set forth herein.

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

1.2. Scope

This policy applies to Customer's use of the Software.

1.3. Referenced Policies

1. Akka Federation Plane SLA Policy - Akka's policy that governs the availability SLA for the Akka Federation Plane and other hosted services available at Akka.io.
2. Access Control for Customer-Confidential Data Policy

1.4. Referenced Frameworks and Standards

1. Akka's Internal Assurance Framework

1.5. Resilience Guarantee

1.5.1. Resilience

Resilience is the ability of Your Application Services to function without a permanent loss of data. If Your Application Services permanently lose information it is intended to retain, it is not resilient.

Further, for Your Application Services to be non-resilient (or to lack resilience), it must have a cause rooted in Akka in its native state without third party interaction, interoperation, or interference. This policy offers remuneration for a lack of resilience caused by Akka and excludes non-resilience caused by the Exclusions (as defined below).

A lack of resilience is experienced over a period of time - the interval over which an application was non-resilient.

1.5.2. Qualifying

In the event Your Application Services becomes non-resilient, Akka indemnifies Customer from and against losses arising because of such non-resilience in accordance with the terms and conditions set forth in this Policy.

To qualify for this indemnity:

1. Your Application Services must be using a version of Akka released within the last eighteen (18) months prior to the qualifying event of non-resilience;
2. Your Application Services must be using a version of Akka that has not been EOL.
3. Your Application Services must be running in production and must be authorized for use in a production environment;
4. 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;

1.6. Resilience 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 (as such term is defined in the Akka Customer Support Policy) within seventy-two (72) hours of the application first exhibiting signs of non-resilient behavior. The ticket should include:

1. The unreliability time frame of Your Application Services, and
2. Either debug logs showing the unreliability events, or, a minimal reproducer that demonstrates the Akka core issue.

For the sake of clarity, this seventy-two (72) hour support ticket is to log an indication of non-resilient behavior for obtaining credits against this resilience guarantee. If any of Your Application Services exhibit non-resilient or unreliable behavior, regardless of the source, 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 causing the non-resilient behavior originates within 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 twenty (20) times the applicable fees (for annual subscriptions, the pro-rata allocation of Customer's total Fees (annual Software and Managed Services spend)) of the non-resilient period will be issued to Customer.

For example, if Customer's total annual Fees are $120,000 and it experienced a loss of Resilience caused by Akka that lasted 2 hours, the Service Credit would be 20 * 2 / (24 * 365) * $120,000 = $547.95.

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. Exclusions

This guarantee does not apply to any loss of reliability, directly or indirectly (the **"Exclusions"**):

- 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 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, which includes unintended interference from Java Virtual Machine observability agents;
- 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;
- That result from the 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;
- That result from the use of software not obtained from Akka under the Agreement.
- 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

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

EOL **E**nd-**o**f-**L**ife - The point in a product's lifecycle when a vendor ceases all production, distribution, and security updates, requiring replacement to mitigate unpatched vulnerabilities and compliance risks.. 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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