

# Service Level Agreement for the Fugue Service

Updated May 5, 2020

Fugue is responsible for maintaining service availability and if we do not achieve and maintain the service levels described in this agreement, then customers may be eligible for a service credit towards a portion of your subscription fees.

## Definitions

1. “*Monthly Uptime Percentage*” is defined in terms of  $(A-B+C)/A$ , where:
  - o A = Total monthly time
  - o B = Unavailable monthly time
  - o C = Excluded monthly times
2. “*Total Monthly Time*” means the total minutes in a calendar month.
3. “*Unavailable Monthly Time*” is the total minutes in a calendar month when the service is unavailable.
4. “*Excluded Monthly Times*” is the total minutes in a calendar month that the service is unavailable for one of the reasons listed in the Exclusions section later in this agreement.
5. “*Service Credit*” refers to a percentage of the customer’s subscription fees that Fugue will credit if the Monthly Uptime Percentage is in one of the following Monthly Uptime Ranges for a calendar month.

## Service Credits

Monthly Uptime Ranges correspond to Service Credits as follows:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.0%	20%
< 95.0%	50%

In order to receive a service level credit, the customer must submit a reimbursement claim to Fugue, along with documentation of the errors experienced and the associated time range. Claims must be submitted within 30 days of the end of the calendar month in which Fugue’s Monthly Uptime Percentage fell below these thresholds.

## Excluded Monthly Times

The Excluded Monthly Times component of the uptime calculation is in acknowledgement that there are some factors beyond Fugue’s reasonable control and some situations requiring brief downtime for service maintenance. Such situations include, without limitation:

1. Force majeure events.
2. Problems arising from customer actions or misconfiguration, after we advised you to modify use of the service, if you did not modify usage as advised.
3. Cloud service provider downtime that precludes Fugue from being able to scan associated accounts.
4. Unavailability of authentication due to misconfiguration or outages relating to the interaction of the customer’s authentication provider and Auth0, the identity service used by Fugue.
5. Internet access problems outside the perimeter of the Fugue service.

6. Scheduled maintenance where Fugue provides at least 24 hours prior notice.

## Scheduled Scans

Fugue checks customer accounts for security and compliance periodically, where the timing is in part based on a *preferred* scan interval chosen by the customer. Fugue will follow the chosen scan interval on a best effort basis, but may deviate from this interval in order to maintain the overall health of the service. Scan scheduling is incorporated into the definition of the Monthly Uptime Percentage as follows:

1. Fugue will follow the preferred scan interval setting when possible, and provide, at a minimum, one complete scan per account, per day.
2. “*Unavailable Monthly Time*” as it relates to scans, begins accruing when one or more customer cloud accounts have not been scanned within the last 24 hours.
3. If for any time Fugue is unable to scan a cloud account due to invalid credentials or customer misconfiguration, this downtime is excluded from the calculation.

## Version History

Version 1.0 Last updated: May 2020

Release notes: Initial SLA defined