



Qualys Cloud Platform Service Level Agreement – Shared Platform

1. **Availability.** The Cloud Services will be available to Customer twenty-four (24) hours a day, seven (7) days a week, with a 99.5% uptime, calculated on a monthly basis (“Cloud Services Uptime”).
2. **Measurement Method.** The Cloud Services Uptime shall be measured by Qualys’ SOC connection to the Internet. On a monthly basis, the Cloud Services Uptime will be calculated as the actual number of hours that the Cloud Services were available to the Customer divided by the total hours of the month less any planned downtime, force majeure events, and loss of connection as a result of Customer’s actions or equipment.
3. **Exclusions.** The Cloud Services Uptime shall not apply to downtime caused by the following:
 - Force Majeure events
 - Actions or inactions of Customer
 - Customer’s equipment or third party computer hardware, software or network infrastructure not within the sole control of Qualys
 - Scheduled maintenance
4. **Reporting.** Qualys will provide a Cloud Services Uptime report in accordance with this Service Level Agreement to Customer upon request. If Customer does not agree with the Cloud Services Uptime report, written notice of the dispute must be provided to Qualys within fifteen days of receipt of the Cloud Services Uptime report.
5. Remedies.
 - 5.1 **Cloud Services Credits.** Promptly after a notice from Customer regarding Qualys failure to meet the Cloud Services Uptime, Qualys, as its sole obligation and liability, will (a) perform a root-cause analysis to identify the cause of such failure; (b) attempt to correct such failure; and (c) if the root-cause analysis demonstrates that such failure was due to the fault of Qualys, provide Customer with a service credit (“Cloud Services Credit”) consisting of a one-week extension of any Cloud Services subscription impacted by the Cloud Services Uptime failure.
 - 5.2 **Termination.** In the event that Qualys does not meet the Cloud Services Uptime met for three (3) consecutive months, Customer may terminate the applicable Cloud Services and receive a pro-rata refund of any prepaid fees for such terminated Service. Such refund shall be prorated from the date of termination to the end of the Cloud Services term. Should Customer elect this termination and refund remedy, Customer will not be eligible for any Service Credits for the relevant Cloud Service.
6. Qualys reserves the right to modify this Service Level Agreement at any time upon thirty (30) days notice. Such notice shall be provided by release notes and by posting the revised terms on Qualys’ website. Any change will be binding and effective thirty (30) days after the release note (“Changes Effective Date”). If the change materially alters Customer’s rights herein Customer may, within fifteen days after the Changes Effective Date, terminate the Agreement and request a refund of fees paid, prorated from the date of termination to the end of the Cloud Services term. By continuing to the Cloud Services for more than fifteen (15) days after the Changes Effective Date, Customer agrees to abide by and be bound the modifications.