

APOLLO GRAPHQL

SERVICE LEVEL AGREEMENT ("SLA")

Effective starting: August 1, 2024

This SLA outlines the uptime service level commitment for the Apollo cloud product named *Apollo Studio – Enterprise Edition*. References to 'Apollo' or 'our' or 'we' means Apollo Graph, Inc., dba Apollo GraphQL, and references to 'you' or 'your' means the customer identified on an order form or under an agreement referencing this SLA.

Our Commitment. During your subscription term, and except for the exclusions below, we commit to **99.90%** uptime over a calendar month for *Apollo Studio – Enterprise Edition*.

Tracking Our Performance. Apollo's monitoring system is the only source used to measure uptime under this SLA. You can check our current performance anytime via our public [Status Page](#) (which also includes historical uptime performance for *Apollo Studio – Enterprise Edition* and other products not subject to this SLA). We strongly recommend subscribing to Status Page notifications to stay informed.

Service Credits. If we do not meet our uptime service level commitment, you can request a service credit as follows:

Monthly Uptime Availability	Service Credit (Average Monthly Fee)*
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95.0%	15%

*average monthly fee means one twelfth (1/12) of an order form's annual subscription fee

Claiming Service Credits. To claim a service credit, you must submit a support ticket within 21 days after the end of the calendar month in which the alleged failure occurred. To submit a support ticket, please select the 'Contact Support' feature from [Apollo Studio](#) help menu or as otherwise directed by Apollo support.

Next Billing Cycle. We will promptly review your service credit claim. If we confirm you are owed a service credit, we will apply to your next billing cycle occurring after the verification. It's important to note that service credits for any month cannot exceed the applicable average monthly fee and has no cash value.

Exclusions. Our uptime service level commitment does not apply, and you are not eligible to receive a service credit, if: (a) you are not in compliance with our agreement (including overdue payments); (b) you are not using *Apollo Studio – Enterprise Edition* in a production instance; (c) you are using *Apollo Studio – Enterprise Edition* in an unauthorized manner; or (d) the issue is due to circumstances beyond Apollo's reasonable control, including without limitation, (i) unavailability due to your acts or omissions, (ii) a force majeure event, (iii) internet service provider failures or delays, (iv) failure or malfunction of equipment or systems or networks or infrastructure not belonging to or controlled by Apollo, (v) third-party applications you choose to use with *Apollo Studio – Enterprise Edition*, or (vi) downtime caused by Apollo's routine or emergency maintenance. For clarity, this SLA only applies to *Apollo Studio – Enterprise Edition* as hosted by Apollo. In the event you host the product, our uptime service level commitment does not apply.

Exclusive Remedies. Service credits are your exclusive remedy and our entire liability if we do not meet the uptime service level commitment under this SLA.

Changes to this SLA. We may modify this SLA from time to time by posting revisions to our website. The updated SLA will immediately apply to any new order forms. However, existing order forms remain subject to the SLA version in effect at the time such order form was signed. The updated SLA will apply upon renewal or any amendment.