Appian

Appian Cloud Service Level Agreement

- 1. **DEFINITIONS-** The terms defined in this Section 1 as well as terms defined in the Cloud Subscription Agreement (or similar master terms and conditions) agreed to between the parties (the "Agreement") are applicable to this Service Level Agreement. Subscriber's level of Service (Standard or Premier) will be identified in Subscriber's Order Form.
- a. **Core Functionality** means the ability to use the Cloud Offering to: (i) load a designer interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.
- b. **Correction** means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as Appian deems reasonably appropriate.
- c. **High Availability** High Availability means that Subscriber's production instance of the Cloud Offering will be provided simultaneously through three Availability Zones without a single point of failure. (Appian's standard Cloud Offering provides service through a single Availability Zone only.) Each Availability Zone will be located in the Subscriber's selected region. Appian will maintain such servers and storages necessary to keep up to date with Subscriber's applications and data in order to operate Subscriber's Cloud Offering in such three Availability Zones. As a part of the High Availability Offering, Appian will provide Subscriber with a Recovery Point Objective (RPO) of 1 minute and a Recovery Time Objective (RTO) of 15 minutes. RPO means that the Subscriber data restored to the High Availability Cloud Offering will be no older than 1 minute prior to the event that led to the Cloud Offering no longer writing data to the High Availability database servers. RTO means that the High Availability Cloud Offering will be unavailable for no longer than 15 minutes in the event of unscheduled unavailability of the Cloud Offering for any reason within the control of Appian or Appian's service providers. Appian's exclusive obligation and Subscriber sole remedy for any failure by Appian to meet the RTO or RPO in a month will be Subscriber's right to a 100% Service Credit against the Premier Support (including High Availability for Production) fees payable for that month.
- d. **Issue** means, collectively, a Priority 1, Priority 2, Priority 3 or Priority 4 Issue.
 - i. **Priority 1 Issue** means a User is unable to access the login page on a production instance of the Cloud Offering using the User's then current username and password.
 - ii. **Priority 2 Issue** means a User is unable to operate the Core Functionality on a production instance of the Cloud Offering using the User's then current username and password.
 - iii. **Priority 3 Issue** means a functional feature of the Cloud Offering is impacted, but it is feasible to continue production/development, as the issue is not critical or a workaround is feasible.
 - iv. Priority 4 Issue means all other issues which are not Priority 1, 2 or 3.
- e. **Proactive Guidance** means advice from an Appian lead engineer on issues that may affect performance of Subscriber's instance of the Cloud Offering.
- 2. **SERVICE OBLIGATIONS** Appian's service obligations are dependent on Subscriber's level of Service, as set forth in the following chart:

Туре	Standard	Premier
Maintenance Services contacts	2	12
Online case management		\square
Phone support	otan	\square
Live screen sharing	\square	\square
Discussion forums		\square
Knowledge base		\square
Business hours support		\square
24x7x365 support		\square
High Availability for Production RTO: 15 minutes RPO: 1 minute		Ø
Lead engineer		abla
Proactive Guidance		abla
New release planning		\square
Bring Your Own Encryption Key		\square
Enhanced Data Pipeline*		⋈
Log Streaming*		\square

^{*}features are described at docs.appian.com

Case Severity	Standard Response Time	Premier Response Time
Priority 1	<1 business hour	<15 minutes (24x7x365)
Priority 2	<2 business hours	<1 hour (24x7x365)
Priority 3	<8 business hours	<3 business hours
Priority 4	<12 business hours	<6 business hours

- a. **Response Measurements -** Appian will use commercially reasonable efforts to respond to Issues within the response times listed. A Priority 1 or 2 Issue shall be deemed reported, and Appian's response time shall commence, once Subscriber reports the issue as a Priority 1 or 2 issue using Appian's authorized telephone support number. A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Appian's response period shall commence, once Subscriber reports the Priority 3 Issue or Priority 4 Issue using any authorized methods for requesting Technical Support. Appian will be deemed to have responded to an Issue once it responds that it has received the Issue (an automated email response shall not count as a response). Business hours are 8:00 a.m. to 8:00 p.m. (US ET), Monday through Friday, excluding Appian holidays.
- b. **Availability** Subject to the exclusions noted below, if in any given month Subscriber reports a Priority 1 or 2 Issue, and it takes Appian longer than the percentage of time occurring in the applicable month noted below ("Aggregate Availability") to provide a corresponding Correction in

accordance with the applicable Technical Support service hours, Appian will provide Subscriber with a credit of the percentage of the applicable monthly subscription fee in effect during the applicable month in the amount described below (each such credit is referred to as a "Service Credit"). The Aggregate Availability for Priority 1 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 1 Issues reported in a month, divided by the total number of minutes occurring in that month. Likewise, the Aggregate Availability for Priority 2 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 2 Issues reported in a month divided by the total number of minutes occurring in that month. The Service Credits are Appian's exclusive obligation, and Subscriber's sole remedy associated with any Issues. A Priority 1 Issue may not be reported both as a Priority 1 and a Priority 2 Issue.

Priority Level	Monthly Availability %	Service Credit*
Priority 1	<99.95% but ≥ 99.0%	10%
	<99.0%	30%
Priority 2	<99.0%	15%

^{*}Credit percentages are as a percentage of monthly applicable Subscription Fee. If the Subscription Fee for the Cloud Offering is paid other than monthly, the monthly subscription fee shall be calculated as the pro rata equivalent of one month of the subscription fee specified in the applicable Order Form.

- c. **Requesting Service Credits** Subscriber must request Service Credits, in writing, within 30 calendar days after Appian provides the corresponding Correction. Service Credits not requested within this time shall expire.
- d. **Exclusions.** Issues caused by any of the following situations shall not trigger Appian's obligations under this Service Level Agreement:
 - i. Any time the Cloud Offering is not available as a result of scheduled maintenance activities, Subscriber initiated maintenance or any other agreed-to scheduled downtime activity:
 - ii. Unavailability of or errors in the Cloud Offering due to the following, to the extent developed by or incorporated by Subscriber or its agents: (I) modifications or plug-ins to the Cloud Offering, or (II) unsupported programming, unsupported integrations or malicious activities;
 - iii. Unavailability of or errors in the Cloud Offering as a result of Subscriber using the Cloud Offering contrary to the then current Documentation;
 - iv. Events outside Appian's reasonable control, not caused by Appian's fault or negligence, or Subscriber provided infrastructure or integration being unavailable;
 - v. Any time the Cloud Offering is not available as a result of Subscriber exceeding the resources allocated under the applicable Order Form, as described in the configuration and associated infrastructure section of the Order Form.
- e. **Termination** Subscriber may terminate the Agreement for cause if Appian refunds to Subscriber the maximum amount of Service Credits to Subscriber for Priority 1 Issues in any two consecutive months, provided Subscriber notifies Appian of its intent to elect this remedy, in writing, within 30 calendar days after the second month.