

## Cloudflare Enterprise Customer Support and Service Level Agreement

Capitalized terms not defined in this Cloudflare Enterprise Customer Support and Service Level Agreement (“**Terms**”) have the meanings set forth in the Enterprise Subscription Agreement or such other agreement where these terms are referenced, by and between Cloudflare and Customer.

### 1. DEFINITIONS

1.1. “**Affected Customer Ratio**” is calculated as follows:

$$\text{Affected Customer Ratio} = \frac{\text{Unique Users as Measured by IP Address Affected by the Downtime Incident}}{\text{Total Unique Users as Measured by IP Address}}$$

1.2. “**Claim**” means a claim submitted by Customer to Cloudflare pursuant to these Terms.

1.3. “**Customer Planned Downtime**” means downtime in minutes expressly specified to Cloudflare by the Customer, including, but not limited to, any time for which the Customer has requested that Service access be suspended from their environment.

1.4. “**Incident**” means any set of circumstances resulting in an observable or reproducible degradation of the Service.

1.5. “**Issue**” means any set of circumstances resulting in a failure to meet a Service Level.

1.6. “**Outage Period**” is the number of downtime minutes resulting from an Unscheduled Service Outage.

1.7. “**P1 Issue**” means any Issue in which the Service is significantly impaired and unavailable from multiple ISPs (e.g. a situation where one or more of Customer’s websites are inaccessible to End Users in multiple geographies).

1.8. “**P2 Issue**” means any Issue in which Customer experiences a repeated inability to use the Service from a single ISP (e.g. a localized denial of service issue that is limited to a single website or even a single server).

1.9. “**P3 Issue**” means any non-urgent Issue that, whilst potentially Service impacting, does not prevent Customer’s use of the Service in any material way (e.g. minor bugs or reports of unexpected behavior).

1.10. “**P4 Issue**” means any general question related to Cloudflare's products or services. For example, purely informational requests, reports, usage questions, clarifications regarding documentation, or any feature enhancement suggestions.

1.11. “**Scheduled Availability**” means the total number of minutes in a given month, minus any Customer Planned Downtime.

1.12. **“Service Levels”** means the service level commitments set forth in Section 2 of these Terms, and any other standards that Cloudflare chooses to adhere to and by which it measures the level of service provided to Customer.

1.13. **“Unscheduled Service Outage”** means an interruption to the Service that was not previously communicated to Customer, and that results in Customer’s websites being unavailable to its own End Users. Unscheduled Service Outages exclude any: (i) Customer Planned Downtime; and/or (ii) any downtime caused by an SLA exclusion listed in Section 8.1 below.

## **2. SERVICE LEVEL COMMITMENT**

2.1. **Measurable Performance Enhancement.** The Service will serve Customer Content measurably faster than the Customer’s websites would serve Customer Content without use of the Service.

2.2. **100% Uptime.** The Service will serve Customer Content globally 100% of the time.

2.3. **Penalties.** If the Service fails to meet the above service level commitments, Customer will receive a credit from Cloudflare as set-forth in **Section 9** of these Terms (the **“Service Credit”**).

## **3. ACCESS TO SUPPORT**

3.1. Customer will utilize Cloudflare’s online account interface to manage and configure the Service.

3.2. Cloudflare will provide Customer with access to an online customer support center where Customer may: (i) open a Claim; (ii) send Cloudflare information to aid in the resolution of any Issues with the Service; (iii) check on the status of open Claims; (iv) track any correspondence between Customer and Cloudflare support engineers; and (v) access other informational resources to resolve issues with the Service.

3.3. Cloudflare will make available a dedicated team of telephone support engineers, to whom Customer may report and resolve potential Issues.

3.4. Additional information regarding support options may be found at <http://www.cloudflare.com/help>.

## **4. SCOPE OF CUSTOMER SUPPORT**

4.1. Cloudflare will provide to Customer the onboarding and technical support services set forth in Cloudflare’s Premium Success Offering as more fully described on Cloudflare’s website located at <https://www.cloudflare.com/success-offerings/>.

4.2. Customer support does not include code development or the debugging of Customer’s websites or software.

4.3. For security reasons, only Customer’s Authorized Users may submit Claims to Cloudflare.

## **5. CUSTOMER SUPPORT RESPONSE TIMES AND AVAILABILITY**

5.1. Cloudflare’s initial response times (listed below) varies based on the customer success package purchased by and Customer and the severity of the Claim. Cloudflare is committed to providing a response within the timeframes described below, as measured from Customer initiation of a Claim.

	STANDARD PLAN	PREMIUM PLAN
P1 Issue	< 2 hours	< 1 hour
P2 Issue	< 4 hours	< 2 hours
P3 Issue	< 48 hours	< 24 hours
P4 Issue	< 48 hours	< 24 hours

If Customer is unsure of the success offering associated with Customer’s Cloudflare account, Customer may contact the customer success manager assigned to its account or email [success@cloudflare.com](mailto:success@cloudflare.com) for details.

5.2. Emergency Telephone Support is available all day, every day, for P1 Issues only. Online support is available all day, every day, for all other Issues regardless of severity.

## 6. RESOLVED QUERIES

6.1. Following Cloudflare’s initial response to a Claim, Cloudflare will work with Customer to identify and resolve any and all Issues. Cloudflare will consider a Claim to be resolved if: (a) Customer agrees that the Issue is resolved; (b) The source of the Issue lies with a third party, in which case, Cloudflare will continue to assist Customer and act as a resource to Customer while Customer works with the third party to resolve such Issue; or (c) Customer does not respond to a query or request from Cloudflare regarding an Issue after seven (7) consecutive calendar days. Notwithstanding the foregoing, with respect to Section 6.1(c) above, Cloudflare will re-open the Issue if Customer contacts Cloudflare any time after the Issue was deemed closed by Cloudflare to report that the Issue has not yet been resolved.

## 7. SERVICE CREDIT CLAIMS

7.1. To be eligible to submit a Claim, Customer must first have notified Cloudflare of the specific Incident and provided notice of its intention to submit a Claim, using one of the methods set forth in Section 3, within five (5) business days following such Incident.

7.2. To submit a Claim, Customer must contact Cloudflare as detailed above in Section 7.1 Customer must provide to Cloudflare, reasonable details and sufficient evidence to support any Claim, including but not limited to, detailed descriptions of an Incident, the duration of such Incident, network traceroutes, the URL(s) affected, and any steps taken, or attempts made, by Customer to resolve the Incident. Customer must submit a Claim before the end of the billing month immediately following the billing month in which the Incident which is the subject of such Claim occurs.

7.3. Cloudflare will use all information reasonably available to it to validate a Claim and make a good faith judgment on whether a Service Credit applies to such Claim.

## 8. SLA EXCLUSIONS

8.1. This SLA does not apply to any performance or availability issues: (a) Due to events outside of Cloudflare’s control, including but not limited to, Issues caused solely by:

- (i) Customer's or its End Users' hardware, software or connectivity issues;
- (ii) corrupted Customer Content;
- (iii) acts or omissions of Customer, its employees, agents, contractors, or vendors; or
- (iv) a third party gaining access to the Service by means of Customer's Authorized Users' accounts or equipment; (b) Caused by Customer's continued use of the Service after Cloudflare has advised Customer to modify such use, if Customer did not modify its use as advised; or (c) Occurring during beta and trial services, unless otherwise agreed to in writing by Cloudflare.

## 9. SERVICE CREDITS

9.1. The amount and method of calculation of Service Credits is described below in **Section 10**.

9.2. Service Credits are Customer's sole and exclusive remedy for any violation of the Service Levels.

9.3. The total amount of Service Credits awarded in any annual billing period shall not, under any circumstance, exceed six (6) months of the Customer's cumulative total Monthly Fees actually paid to Cloudflare in such annual billing period.

9.4. Service Credits for this SLA will only be calculated against Customer's fixed Monthly Fees.

## 10. SERVICE CREDIT CALCULATION

10.1. For any and each Outage Period experienced by Customer during a monthly billing period, Cloudflare will provide a Service Credit calculated in accordance with the formula below that is applicable to the Customer's success package:

$$\text{Premium Plan Service Credit} = \frac{25 \times \text{Outage Period in Minutes} \times \text{Affected Customer Ratio} \times \text{Monthly Fee}}{\text{Scheduled Availability in Minutes}}$$

$$\text{Standard Plan Service Credit} = \frac{10 \times \text{Outage Period in Minutes} \times \text{Affected Customer Ratio} \times \text{Monthly Fee}}{\text{Scheduled Availability in Minutes}}$$

## 11. METHODOLOGY

11.1. Cloudflare is not responsible for the comprehensive monitoring of Customer Content, and such responsibility lies with Customer. Cloudflare will review and consider all supporting data on a reported Unscheduled Service Outage, provided to it by Customer provided that such data was obtained using a commercially reasonable independent measurement system used by Customer.

11.2. Cloudflare will use all information reasonably available to it in order to calculate the Affected Customer Ratio during an Outage Period. This includes, but is not limited to, Cloudflare's analysis of service data immediately prior to the Outage Period, in order to estimate the ratio of Customer's visitors who were affected during an Outage Period, at one or more of Cloudflare's global data centers.