

Service Level Agreement - SaaS

This Service Level Agreement ("SLA") applies to Customers with active Dynatrace SaaS subscriptions.

Service Commitment

Subject to the terms below, the Dynatrace SaaS environment will be available with a Monthly Uptime Percentage that meets or exceeds the following "Service Commitment":

- **99.5%** for Customers receiving Dynatrace Standard Support, which is provided at no additional charge during the term of each Dynatrace SaaS subscription; or
- **99.95%** for Customers with an active Enterprise Success and Support subscription.

Unavailability

- "Monthly Uptime Percentage" is calculated by subtracting the percentage of minutes during the calendar month in which the Dynatrace SaaS environment was in the state of "Unavailable" from 100%.
- Except for the Exclusions listed in the next section, the Dynatrace SaaS environment is "Unavailable" if:
 - it is not able to receive, process and store any data from all supported Dynatrace Platform data ingestion channels;
 - no data is retained within a given month according to its applicable retention period (counted only once as Unavailable and only in the first month the data was not retained);
 - neither the user interface nor the API will permit access to any persisted data; or
 - no configured automations are successfully triggered.
- The following items are excluded from the calculation of Monthly Uptime Percentage ("Exclusions"):
 - Planned down times announced at <https://status.dynatrace.com/>;
 - Issues outside the reasonable control of Dynatrace or its third-party cloud hosting providers (force majeure events);
 - Customer-side issues, such as those due to equipment, software, or technology used by Customer that is not under Dynatrace's control, or Customer's failure to configure or use the Dynatrace SaaS environment in accordance with the Documentation.

Service Credits

Service Credits are calculated as a percentage of the monthly SaaS subscription fees (equal to 1/12th of the annual SaaS subscription fees) for the affected Dynatrace SaaS environment for the month in which the Unavailability occurred: (monthly SaaS subscription fee) x (Service Commitment – Monthly Uptime Percentage) (e.g. \$1,000 x (99.5% - 95%) = \$45). Service Credits will not exceed 10% of Customer's spend for the affected Dynatrace SaaS subscription during the applicable annual period of the order's subscription term.

Service Credits may only be applied toward a renewal or purchase of additional Dynatrace SaaS subscriptions by Customer (or for Customer's direct benefit) and must be applied within one year of issuance, otherwise the Service Credit will automatically expire. Service Credits will not entitle Customer to any refund or other payment from Dynatrace. Customer will not be eligible to receive a Service Credit unless the month in which Dynatrace fails to meet the Service Commitment falls entirely within the applicable paid subscription term. Service Credits may not be transferred or applied to any other account or environment. Service Credits will not apply in the event of Customer's breach of the underlying subscription agreement.

Unless otherwise stated in a written subscription agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Dynatrace to provide the Dynatrace SaaS environment in accordance with the Service Commitment is the provision of a Service Credit in accordance with the terms of this SLA.

Credit Request Process

Customer must submit a claim to receive a Service Credit by [opening a Dynatrace Support Ticket](#). The claim must be received by Dynatrace within 30 days after Customer experiences the Unavailability, and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times that Customer is claiming the SaaS environment was Unavailable; and
- the URL (<environment_id>.live.dynatrace.com / <environment_id>.apps.dynatrace.com) of the affected Dynatrace SaaS environment.

Customer may be required to provide other related information reasonably requested by Dynatrace.

Subject to the conditions above, if Dynatrace confirms the SaaS environment was Unavailable during the period specified by Customer, which resulted in the applicable Service Commitment not being met, Dynatrace will issue a Service Credit to be applied as described in this SLA.