SERVICE LEVEL AGREEMENT

This Service Level Agreement (**"SLA"**) forms an integral part of the Agreement and applies to your use of the Service. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

1. Service Commitment

Company will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.5%, in each case during any calendar month (the **"Service Commitment"**). In the event that the Service does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

2. Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as implementation fees or credit purchases) for the Service for the calendar month in which the Unavailability occurred in accordance with the schedule below rounded to the closest dollar.

Monthly Uptime Percentage	**Service Credit**
99.5% and above	None
97.0% – 99.49%	10%
95% – 96.99%	15%
94.9% and below	20%

3. Service Credits Procedure

To receive a Service Credit, you must submit a claim to ar@runwayml.com. To be eligible, the credit request must be received within fourteen (14) days after the month for which the Service Credit applies and must include:

- the words "Customer Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming; and
- any logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit against a subsequent invoice. Your failure to submit a claim and other information as required above will disqualify you from receiving a Service Credit. Unless otherwise provided in the Agreement, this SLA sets forth your sole and exclusive remedies, and Company's sole and exclusive obligations, for any unavailability, non-performance, or other failure by us to provide the Service. Service credits are not refundable and can be used only towards future billing charges.

4. SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of a Service, or any other Service performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the applicable Service; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software, or other technology and/or third party equipment, software, or other technology (other than third party equipment within our direct control); (iv) arising from our suspension or termination of your right to use the applicable Service in accordance with the Agreement; or (v) scheduled maintenance that takes place upon at least five (5) days' notice by email or via a Service and/or ad hoc maintenance carried out to avoid future Unavailability (collectively, the **"SLA Exclusions"**).

5. Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service, as applicable, was in the state of Unavailability. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusion and shall be calculated as follows:

Number of days in the month X 24

((A-B) / A) x 100 = Available Percentage expressed in whole numbers.

where

"A" means the number of hours in the applicable calendar month (number of days in month x 24 hours)

"B" means the number of hours rounded to then closest hour in said calendar month that the Service is Unavailable.

Example:

- 30-day month x 24 hours = 720 total hours
- Service unavailable for twenty-four (24) hours
- ((720-24)/720) x 100 = 96.67%
- If monthly fee is $1,000, then the credit would be 15% x $1,000 = $150

A **"Service Credit"** is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.

"Unavailable" and **"Unavailability"** mean a Service is not reachable by users due to reasons other than the SLA Exclusions.