

NI Hosted Services Service Level Agreement

Effective Date: November 1, 2011

This National Instruments Hosted Services Service Level Agreement (“SLA”) applies with respect to the use of NI’s Hosted Services under the terms of the [National Instruments Hosted Services Terms of Service](#) (the “Terms of Service”) between National Instruments (“NI”, “us” or “we”) and users of NI’s services (“you”). This SLA applies separately to each account using the NI Hosted Services. Unless otherwise provided herein, this SLA is subject to the terms of the Terms of Service and capitalized terms will have the meaning specified in the Terms of Service. We reserve the right to change the terms of this SLA in accordance with the Terms of Service.

Service Commitment

NI will use commercially reasonable efforts to make the NI Hosted Services available with a Planned Uptime of at least 99.9% during any calendar month, except for the Early Access Release of the NI Technical Data Cloud. It is likely that the Planned Uptime for the Early Access Release of the NI Technical Data Cloud may be lower than 99.9% and users should develop their applications to prevent data loss.

If you have purchased support on your NI Hosted Service, for all support issues we will make a reasonable effort to respond to requests with 24 business hours. Note that for the Early Access Release of the NI Technical Data Cloud the response time may be longer than 24 business hours.

Definitions

- “Downtime” is defined as any period of time where the NI Hosted Services are not successfully processing requests, as determined by the error rate shown by our monitoring systems. Service downtime will be prominently posted on the NI Hosted Services Status Page at <http://status.niWSC.com/>.
- “Planned Downtime” is defined as downtime that is announced to the user base at least 24 hours in advance. Planned downtime announcements will be posted on the Status Page and sent out via email to the email addresses associated with the NI Hosted Services user accounts. We will make all reasonable efforts to avoid planned downtime.
- “Unplanned Downtime” is defined as downtime that is not Planned Downtime.
- “Planned Uptime” is calculated by dividing the amount of Unplanned Downtime by the amount of time in the calendar month, represented as a percentage.

Service Credits

NI does not currently offer service credits or other compensation for failure to meet the SLA.