



NI Hosted Services Service Level Agreement

Effective Date: September 1, 2021

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 and Conditions** of Use (the “**NI Hosted Services Terms**”) 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 NI Hosted Services and capitalized terms will have the meaning specified in the NI Hosted Services. We reserve the right to change the terms of this SLA in accordance with the NI Hosted Services.

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.

If you have purchased support on your NI Hosted Service, for all support issues we will make a reasonable effort to respond to requests within 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.
- “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 Account. We will make all reasonable efforts to avoid 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.
- “Unplanned Downtime” is defined as downtime that is not Planned Downtime.

Service Credits

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