Runway Financial Service Level Agreement

EFFECTIVE: SEPTEMBER 4, 2024

Applies to the Runway product at v2.cfo.ai, under the Terms and Conditions of September 4, 2024. Republished from runway.cfo.ai/legal/sla on October 5, 2026.

All capitalized terms used but not defined herein have the meaning given to them in the service agreement to which this is attached ("Agreement").

1. Uptime Commitment.

The Runway Covered Services shall be available to Customer 99.9% of each calendar month commencing with the first full calendar month following the integration of the Runway Services by Customer ("Uptime"). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month, i.e., (total minutes in a month - minutes of Downtime in such month) / total minutes in such month. Runway currently uses standard and customary monitoring tools to track Uptime.

2. Definitions.

1. **Covered Services.** The "Covered Services" consist of the following:
    - Runway webapp available at https://v2.cfo.ai
2. **Downtime Events.** Subject to any exclusions specifically provided for herein, the following shall be events that qualify as "Downtime": (i) the Runway Covered Services are not accessible to Runway's standard and customary monitoring tools over two (2) successive polling attempts; in each such attempt, recorded testing by Runway of the Runway Covered Services from an external network shall be determinative of the existence of Downtime; and (ii) non-availability of the Runway Covered Services for a duration of more than two (2) minutes.
3. **Notification.** In each case, in order to allow Runway a meaningful opportunity to record, test and remedy Downtime as expeditiously as possible, calculation of Downtime will not commence until the earlier of (i) Customer supplying Runway with written notification (email is acceptable) of suspected Downtime (such notice to be effective when sent) or (ii) Runway becoming aware of verifiable Downtime by means other than such notification. The Customer can report suspected Downtime by emailing support@cfo.ai or notifying its Runway account manager.

4. **Exclusions.** Scheduled maintenance resulting in unavailability of the Covered Services shall not be included as Downtime; provided that there shall be no more than five (5) sessions of scheduled maintenance that result in downtime per month. All scheduled maintenance shall be conducted between the hours of 6:00 PM (PT) and 6:00 AM (PT) after supplying Customer with two (2) days advance notice. To the extent that Runway conducts maintenance on the Covered Services outside of the scheduled window without Customer's prior consent, such unavailability of the Covered Services shall be included in the calculation of Downtime. In addition, where any of the following is a cause of unavailability of the Covered Services, the duration of such unavailability shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the Agreement, including, without limitation, any negligence, willful misconduct or use of the Services in breach of the Agreement; (ii) Force Majeure - circumstances beyond Runway's reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or internet services.
5. **Remedy for Excess Downtime.** Where the aggregate Downtime during a month results in less than 99% Uptime for Customer, then as Runway's sole obligation and Customer's sole and exclusive remedy, Runway will issue a service credit for such month equal to a percentage of the Monthly Fee (defined below) as set forth in the table below (each, a "Service Credit"). The "Monthly Fee" means the then-current annual subscription fees divided by 12.

Uptime (as calculated over a calendar month)	Credit (as a percentage of the Monthly Fee)
99.5% - 99.9%	5%
98.0% - 99.5%	10%
95.0% - 98.0%	30%
less than 95%	50%

Notwithstanding the foregoing, the Service Credit due for Downtime during a single calendar month shall never be more than the then-current Monthly Fee. In order to receive a Service Credit, Customer must notify Runway support within one hundred twenty (120) hours from when the Downtime occurs, and failure to provide such notice will forfeit the right to receive the Service Credit. Each Service Credit shall be applied only to the annual subscription fees set forth in the invoice applicable to the service year following the month(s) during which the events giving rise to the Service Credit(s) occurred. In no event shall Customer be provided a Service Credit in cash, refund, or any other form other than a credit against annual subscription fees.