

## ALTINITY.CLOUD SERVICE LEVEL AGREEMENT AND SUPPORT POLICY

Last Updated: March 18, 2021

1. **Terms.**
  - 1.1. **Contact.** Contact means any person designated by Customer, authorized to open technical issues with Altinity Staff.
  - 1.2. **Environment.** Environment means a collection of virtual machines in Altinity.Cloud assigned to customer that host one or more ClickHouse cluster nodes and leased to customer. Customers may have 1 or more environments in Altinity.Cloud.
2. **Service Availability.** ALTINITY.CLOUD will ensure that all material functions of the Service are available for access by Users 99.9% of the time during each calendar month. The time during the month when ALTINITY.CLOUD managed ClickHouse clusters do not meet the service availability SLA is Service Downtime.
3. **Cluster Availability.** ALTINITY.CLOUD will ensure all material functions of any ClickHouse cluster managed by ALTINITY.CLOUD are available for access by Users 99.9% of the time during each calendar month. The time during the month when ALTINITY.CLOUD managed ClickHouse clusters do not meet the service availability SLA is Cluster Downtime. Cluster Downtime is measured separately for each cluster.
4. **Cluster Upgrades.** In general Users control upgrades to ClickHouse versions and may schedule them through the Service at their convenience. That said, ALTINITY.CLOUD at its sole discretion may apply upgrades to managed ClickHouse Clusters necessary to ensure secure, reliable, and correct operation. ALTINITY.CLOUD will make commercially reasonable efforts to ensure such upgrades are transparent to user applications, including use of rolling upgrades for replicated Clusters, and to notify customers of any such upgrades that may affect system availability.
5. **Program Releases.** At ALTINITY.CLOUD's sole discretion and within a reasonable time after they become available, ALTINITY.CLOUD will incorporate into the Services updated versions containing bug fixes without additional charge. ALTINITY.CLOUD will notify Customer prior to installing any updated version of Service software that materially affects the user experience, and materially alters functionality; provided that in no event may any bug fix or updated version of Service software remove or diminish previously existing functionality in the Service software.
6. **Program Error Correction.** In accordance with the time frames and effort levels set forth in Section 9 below, ALTINITY.CLOUD will diagnose and correct any errors in the Service that are discovered by ALTINITY.CLOUD or reported by Customer.
7. **Exclusions.**
  - 7.1. **Excluded Downtime.** Any time during which the ALTINITY.CLOUD Service or a managed ClickHouse cluster is inoperable or unavailable: (i) due to failure of Customer's network or Internet access, or (ii) a Force Majeure Event, or (iii) user actions such as version upgrade or excess load from applications that cause transient unavailability of ClickHouse clusters, will not constitute Downtime.
  - 7.2. **Excluded Problems.** ALTINITY.CLOUD is not responsible for correcting reported problems with the Service that result from the actions, equipment or software of Customer or any End User or that otherwise result from events that are outside of reasonable control including any failure of access circuits to the Service (other than those caused solely by ALTINITY.CLOUD), the unavailability of, or interruption or delay in, telecommunications, power or other third party services (excluding ALTINITY.CLOUD's subcontractors), or any failure of third party software.
  - 7.3. **No Guaranteed Time to Repair.** ALTINITY.CLOUD applies best efforts to solve all reported problems as quickly as possible. ALTINITY.CLOUD does not guarantee that any problem will be solved in a particular timeframe.

8. **Handling of Support and Maintenance Requests.**

8.1. **Contact Information and Procedures.** ALTINITY.CLOUD’s normal business hours are 06:00 to 24:00 GMT, Monday through Friday, excluding holidays observed by the NYSE. Support or maintenance requests delivered outside of these normal office hours are treated as received by ALTINITY.CLOUD at the opening of business on the next ALTINITY.CLOUD business day. Requests for help desk support or assistance in the resolution of problems with the Service may be delivered by any of the following means:

- Send e-mail to [support@altinity.com](mailto:support@altinity.com)
- Filing a support ticket at <https://altinity.zendesk.com>
- Filing a message addressed to @here in shared Customer/Altinity Slack channel.

8.2. **On-boarding of Customer Support Personnel.** ALTINITY.CLOUD shall train at least two (2) Customer personnel with respect to the features and functions of the Service, who shall be registered as Support Contacts and enrolled in Zendesk. Training will be held by web conference and according to a schedule agreed between Customer and ALTINITY.CLOUD. Customer may register separate Support Contacts for each Environment.

8.3. **End User Support.** Customer will provide first-line support of Users. When a User requests or requires support of the Service, Customer or its agents will first attempt to identify if the support issue(s) is attributable to the Service. In the event the issue is attributable to the Service or when a User requests or requires support of the Service, Customer may escalate the issue to ALTINITY.CLOUD, who will address the support issue with Customer’s trained support personnel in accordance with ALTINITY.CLOUD’s standard support policies. Prior to contacting ALTINITY.CLOUD for help desk support or to report a problem, Customer will use reasonable efforts to provide requested assistance, including without limitation, determining whether any reported problem is due to the malfunction of User’s equipment or software. Customer will use reasonable efforts to provide relevant information to ALTINITY.CLOUD for support of such Users, including without limitation, operating system and browser versions.

9. **Response to Support and Maintenance Requests.** “Problem” means a recurring problem experienced by a End User in accessing or using the Service. ALTINITY.CLOUD will respond to reported Problems and to requests for help desk support in accordance with the time frames and effort levels set forth below, based on the Severity Code that Customer assigns to the request pursuant to the criteria set forth below:

Severity Code	Criteria	Response SLA	Response
Severity 1: Critical	Service web site (Service Site) cannot be accessed; 100% of functionality is unavailable	Maximum 4 hours	ALTINITY.CLOUD will commence work on the Problem as a highest priority as soon as practicable following receipt of notification. These efforts will continue on a 24x7 basis through diagnosis of the reported Problem and until the Service program error or ALTINITY.CLOUD equipment malfunction, if any that created the Problem is corrected.
Severity 2: Priority	One or more critical functions of the Service are unavailable or work incorrectly	Maximum 8 hours	ALTINITY.CLOUD will use its best efforts to diagnose the Problem and, if the Problem results from a Service program error or ALTINITY.CLOUD equipment malfunction, to correct the error or malfunction.
Severity 3: Alert	One or more critical functions perform intermittently; one or more non-critical functions either are unavailable or work incorrectly	Maximum 2 business days	ALTINITY.CLOUD will use reasonable efforts to diagnose the Problem and, if the Problem results from a Service program error or ALTINITY.CLOUD equipment malfunction or inadequacy, to correct the error, malfunction or inadequacy.

Severity 4: Help Desk Support Request	Customer’s support personnel require assistance in responding to a User’s request for assistance in the use of the Service	Maximum 4 business days	ALTINITY.CLOUD will respond within a reasonable time following receipt of the request during ALTINITY.CLOUD’s normal business hours.
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10. **Scope of Help Desk Support Services.** The following activities will be considered “in-scope”; help desk support for in scope matters will be provided as a part of the basic Service subscription:

- Problems with the Altinity.Cloud platform that affect availability or ability to use ClickHouse.
- Advice on how to perform operations on the Altinity.Cloud platform such as creating and scaling up clusters.
- Use of platform features, such as built-in monitoring
- Questions about billing including bill amount and configuration of payment methods

The following activities will be considered “out of scope” and are not eligible under support services included with the Subscription. ALTINITY.CLOUD will provide services to cover these activities under separate Statement of Work agreements:

- Operations: performing ALTINITY.CLOUD tasks directly on behalf of users. Customer is responsible for taking actions.
- Customer infrastructure: monitoring and administration of Customer’s servers.
- Customer applications: the installation, configuration, deletion, analysis, or modification of customer applications.
- Operating system activities: the installation, deletion, or configuration of any software package supplied by the base operating system.
- Third party software: the installation, deletion, or configuration of any software package supplied by a third party.
- On-site support and consulting.

11. **Expenses.** In addition to fees, Customer shall reimburse ALTINITY.CLOUD for all reasonable expenses it incurs in performing “out of scope” services, including, but not limited to travel and accommodation expenses, based on actual invoices and receipts.

12. **Penalties for Non-Conformance.** ALTINITY.CLOUD acknowledges that availability and reliability of managed ClickHouse clusters are vital to Customer’s business. The following penalties apply for failure to meet service levels.

12.1. **Cluster Availability SLA.** Periods of Cluster Availability below 99% shall be deducted from customers monthly bill according to the table shown below.

Availability	Penalty
99.9% or higher	No penalty
95% or higher but below 99.9%	10% of monthly bill for affected ClickHouse cluster
90% or higher but below 95%	25% of monthly bill for affected ClickHouse cluster
Below 90%	50% of monthly bill for affected ClickHouse cluster

12.2. **Support SLA.** Any response that exceeds the posted SLA shall result in a penalty deducted from Customer’s monthly bill for the Environment in which the problem occurred according to the table shown below.

Severity Level	Penalty
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Severity 1	5% of monthly bill for each hour over the response SLA
Severity 2	2% of monthly bill for each hour over the response SLA
Severity 3	1% of monthly bill for each business day over the response SLA
Severity 4	1% of monthly bill for every 2 business days over the response SLA

- 12.3. **Limitations.** Total response time penalties in any month from all causes are capped at 50% of the total monthly fee for the environment in which the penalty arises. Penalties are capped at 50% of the total monthly Customer bill for the month in which they occur. Penalties will be deducted from the next monthly bill or refunded directly at the convenience of ALTINITY.CLOUD.
- 12.4. **Obligations for Refund.** Customer must apply for refund. ALTINITY.CLOUD will evaluate and issue refunds in a timely fashion.
13. **Additional Terms and Conditions.** Customer may contract for additional levels of support in the Statement of Work providing for each engagement. Where terms conflict the Statement of Work applies.