

# kleene

## AVAILABILITY SLA

This SLA sets out kleene's commitments in relation to the availability of the Application Services.

Supplemental and ancillary kleene legal documents referenced in this SLA, which may also apply, are set out in the following table.

<b>Acceptable Use Policy</b>	An acceptable use policy for the kleene application	<a href="https://kleene.ai/legal/aup">https://kleene.ai/legal/aup</a>
<b>Subscription T&amp;Cs</b>	Terms and conditions for kleene's cloud-based software subscription services	<a href="https://kleene.ai/legal/subscription-tandcs">https://kleene.ai/legal/subscription-tandcs</a>
<b>Compliance Policy</b>	Legal compliance policy	<a href="https://kleene.ai/legal/compliance-policy">https://kleene.ai/legal/compliance-policy</a>

### 1. Definitions

1.1 In this SLA:

"**Application Services**" has the meaning given to it in the Subscription T&Cs;

"**Customer**" means kleene's customer for the Application Services identified in the Order Form;

"**Data Warehouse Services**" has the meaning given to it in the Subscription T&Cs;

"**Downtime**" means any time during which the Application Services are unavailable at the gateway between the private hosting infrastructure for Application Services and the public internet;

"**kleene**" means Minoro Ltd (trading as kleene and kleene.ai), a company incorporated in England and Wales (registration number 10657177) having its registered office at 11 Bracken Place, Bedford, United Kingdom, MK41 0TG;

"**Order Form**" means the order form signed or otherwise agreed by or on behalf of each of the parties setting out the particulars of the Application Services and the corresponding charges;

"**Scheduled Maintenance**" means any periodic, routine or planned maintenance which may interrupt or otherwise negatively affect the availability of the Application Services;

"**Snowflake**" has the meaning given to it in the Subscription T&Cs;

"**Subscription**" has the meaning given to it in the Subscription T&Cs;

**"Support Hours"** means 09:00 to 17:30 GM/BST on a weekday, excluding bank and public holidays, in England;

**"SLA"** means this service level agreement, as it may be updated from time to time in accordance with the variation provisions of the Subscription T&Cs; and

**"Uptime"** means the time during which the Application Services are available at the gateway between the private hosting infrastructure for Application Services and the public internet.

## **2. Application Services: availability commitment**

- 2.1 kleene shall use reasonable endeavours to ensure that the percentage of Uptime for the Application Services is at least 99.9% during each calendar month, subject to Clause 4.
- 2.2 kleene shall be responsible for measuring Uptime and shall do so using any reasonable methodology.
- 2.3 kleene shall report Uptime measurements on a per calendar month basis to the Customer either:
- (a) through a web portal accessible to the Customer; and/or
  - (b) in writing, promptly following receipt of a written request from the Customer for such Uptime measurements.

## **3. Application Services: service credits**

- 3.1 In respect of each calendar month during which the Uptime for the Application Services is less than the commitment specified in Clause 2.1, the Customer may earn service credits in accordance with the provisions of this Clause 3.
- 3.2 The service credits earned by the Customer shall be as follows:

<b>Uptime during calendar month</b>	<b>Service credit*</b>
Uptime less than 99.9%, but greater than or equal to 99.0%	1%
Uptime less than 99.0% but greater than 95.0%	5%
Uptime less than 95.0%, but greater than or equal to 90.0%	15%
Uptime less than 90.0%	25%

\*The service credit percentage shall be applied to the fees payable by the Customer to kleene with respect to the provision of the Application Services during the relevant calendar month (such fees to be calculated by kleene acting reasonably).

- 3.3 To claim service credits with respect to a calendar month, the Customer must send a written notice to kleene requesting those service credits before the end of the next following calendar month. If the Customer does so, kleene shall deduct an amount equal to the service credits due to the Customer under this Clause 3 from amounts invoiced in respect of the charges for the Application Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the Uptime commitment, until such time as the service credits are exhausted.
- 3.4 Service credits shall be the sole remedy of the Customer in relation to any failure by kleene to meet the Uptime guarantee in Clause 2.1, except where the failure amounts to a material breach of the Subscription.
- 3.5 Upon the termination of the Subscription, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by kleene in respect of Application Services following such termination.

#### **4. Application Services: exceptions**

- 4.1 Downtime caused directly or indirectly by any of the following shall not constitute a breach of the Subscription and shall not be considered when calculating whether kleene has met the Uptime guarantee given in Clause 4.1:
- (a) an event or series of events beyond the reasonable control of kleene;
  - (b) a fault or failure of the internet or any public telecommunications network;
  - (c) a fault or failure of kleene's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between kleene and that services provider;
  - (d) downtime of any other services that are dependent upon the Application Services, or that the Application Services depend upon;
  - (e) a fault or failure of the Customer's computer systems or networks;
  - (f) the acts and omissions of the Customer or any agent of the Customer (including in relation to SQL instructions and instruction sets provided by the Customer, and incorrectly configured access credentials);
  - (g) any breach by the Customer of this SLA, the Acceptable Use Policy, the Compliance Policy or the Subscription T&Cs, including any late payment or non-payment of applicable charges, and any action of kleene permitted by the any of those documents in response to such a breach; or
  - (h) Scheduled Maintenance carried out in accordance with Clause 5.
- 4.2 For the avoidance of doubt, this SLA does not apply with respect to any software or services provided by kleene on a free-of-charge or early access basis (kleene does not give any undertakings or guarantees in relation to the availability of any such software and services).

## **5. Application Services: Scheduled Maintenance**

- 5.1 kleene may from time to time suspend or limit the Application Services for the purposes of Scheduled Maintenance carried out in accordance with this Clause 5.
- 5.2 In the course of the performance Scheduled Maintenance, kleene shall periodically apply or have applied security patches and updates to the Application Software and the hosting infrastructure upon which the Application Software is installed.
- 5.3 kleene shall, where practicable, give to the Customer at 72 hours' prior written notice of Scheduled Maintenance that will, or is likely to, affect the availability of the Application Services.
- 5.4 kleene shall use reasonable endeavours to ensure that all Scheduled Maintenance is carried out outside Support Hours.
- 5.5 kleene shall ensure that, during each calendar month, the aggregate period during which the Application Services are unavailable as a result of Scheduled Maintenance does not exceed 10 hours.

## **6. Data Warehouse Services**

- 6.1 The Customer agrees that:
  - (a) whilst kleene is contractually responsible to the Customer for the provision of any Data Warehouse Services, they are in practice provided by Snowflake;
  - (b) the availability of the Data Warehouse Services is subject to part II of the Snowflake support policy and service level agreement, as it may be updated and amended by Snowflake from time to time;
  - (c) in the event of a breach of the availability commitments given by Snowflake to its customers in part II of the support policy and service level agreement, and providing that the Customer notifies kleene of the breach before the end of the calendar month following the calendar month of the breach, kleene shall provide to the Customer the remedy specified therein or, at kleene's discretion, an equivalent remedy.
- 6.2 A copy of that support policy and service level agreement may be viewed at:  
<https://www.snowflake.com/legal/support-policy-and-service-level-agreement/>

## **7. Interpretation**

- 7.1 In the event of any conflict between the Subscription T&Cs and this SLA, the Subscription T&Cs shall take precedence.