

RisingWave Support and Service Level Agreement



This Exhibit defines the Support terms and Service Level Agreement ("SLA") between RisingWave and Customer. This Exhibit does not apply to No-Fee Service.

1. **Definitions.** All capitalized terms not defined below shall have the meaning in the RisingWave Cloud Terms.
 - 1.1. "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 5-minute periods during the Service Year in which Service was in the state of "Service Unavailable." If Customer has been using Services for less than 365 days, Customer's Service Year is still the preceding 365 days but any days prior to Customer's use of the service will be deemed to have had 100% Service Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
 - 1.2. "Error(s)" means any verifiable and reproducible failure of the Service to materially conform to the specifications in the Documentation unless such failure (a) results from Customer's misuse or improper use of the Service; (b) does not materially affect the operation and use of the Service; (c) results from the modification by Customer or any third party of the Service in a fashion not contemplated by the Agreement; (d) results from Customer's failure to implement in a timely manner any improvements or modifications to the Service provided to Customer; (e) results from Customer's failure to use minimum system configurations as stated in the Documentation, or (f) results from hardware, software, internet access, cloud services and all other systems and infrastructure Customer is responsible to provide for using the Services.
 - 1.3. "Eligible Credit Period" is a single month in which the most recent Unavailable event in the SLA claim occurred.
 - 1.4. "Response Time" The Response Time is the time to an acknowledgement to Customer of the service request.
 - 1.5. "Service Credit" is a dollar credit that RisingWave may credit back to Customer under a Sales Order for Services.
 - 1.6. "Service Unavailable" means that access to the Service is "Unavailable" to Customer.
 - 1.7. "Service Year" is the preceding 365 days from an SLA claim.
 - 1.8. "Critical" means the applicable Service is non-functional or inoperative causing a severe impact on customer's business operations, with no workaround available.
 - 1.9. "High" means important features are unavailable causing significant or ongoing interruptions of use of critical functions with no acceptable workaround available.
 - 1.10. "Medium" means important features are unavailable but workaround is available, causing minor or no interruptions of customer's business operations.
 - 1.11. "Low" means any general questions, enhancement requests, or minor issues causing little or no interruptions on customer's business operations.
 - 1.12. "Workaround" means a temporary solution to an Error that RisingWave has implemented, or enabled Customer to implement and that allows the Service to regain functionality under the Documentation.
 - 1.13. "Unavailable" means the Service may not be accessed or is severely restricted for a period of over 5 minutes due to circumstances within RisingWave's control.

2. **Support Services.**

2.1 **Support.** RisingWave shall provide Support at the tier specified in the applicable Order. These Support tiers are described as follows:

Support Tier	Community	Standard	Premium
Service Hours	-	9x5 (8am-5pm PT)	24x7
Response Time			
Critical	Best Effort	4 hours	1 hour
High	Best Effort	12 hours	4 hours
Medium	Best Effort	24 hours	12 hours
Low	Best Effort	48 hours	24 hours
Dedicated Slack Channel	-	-	Yes
Max Technical Contacts	-	2	8
Named Support Engineer	-	-	Yes
Solution Engineer Access	-	2 Hours/Month	8 Hours/Month

- a) **Resolution.** No resolution time is provided, however RisingWave shall work expeditiously to resolve and/or implement Workarounds for any critical or high support requests. RisingWave shall use its sole reasonable discretion when categorizing support requests.
- b) **Exclusions from Support Services.** RisingWave shall have no obligation to provide support services for Services for any Customer hardware, software, or third party services and systems, such as cloud testing serviced used by Customer for use of the Service or for any failure or defect in the Services caused by: (i) the improper use, alteration, or damage of the Services by Customer or persons not authorized by RisingWave; (ii) modifications to the Services not provided or approved in writing by RisingWave; (iii) hardware, applications or other software not provided or approved in writing by RisingWave or that do not meet minimum configuration requirements as stated in the Documentation; (iv) hardware or internet failures.
- c) **Additional Services.** If RisingWave performs services at Customer's request beyond the support services in this exhibit, Customer shall be billed at RisingWave's then current charges for such services. RisingWave shall be under no obligation to provide any such services.

2.2 Customer Responsibilities.

- a) **Errors.** Customer agrees to notify RisingWave in writing promptly following the discovery of any Error via contact@risingwave-labs.com. or dedicated Slack channel if applicable. Upon discovery of an Error by Customer, Customer agrees, if requested by RisingWave, to submit promptly to RisingWave a listing of output and any other data, including the operating conditions under which the Error occurred or was discovered, that RisingWave may reasonably require to reproduce the Error. Such listings, data, and requested information shall be deemed RisingWave's Confidential Information.
- b) **Point of Contact.** Customer shall promptly identify technical contacts prior to the start of Services. Customer may change technical contacts no more than once per calendar quarter.

3. Service Commitments and Service Credits. This section only applies to the Service, not to Customer hosted Software.

3.1 RisingWave will use commercially reasonable efforts to make Services available with an Annual Uptime Percentage (defined below) of at least 99.9% during the Service Year excluding planned maintenance. In the event the Service does not meet the Annual Uptime Percentage commitment, Customer will be eligible to receive a Service Credit as described below.

3.2 If the Annual Uptime Percentage for a customer drops below 99.9% for any consecutive 30-day period during the Service Year, that customer is eligible to receive a Service Credit equal to the of ratable monthly License Fee for the Eligible Credit Period, in accordance with the Service Credit Table below. A customer can

file a claim any time their Annual Uptime Percentage over the trailing 365 days drops below 99.9%, to a maximum of 10% of annual Fees.

Service Credit Table		
Target Availability	Monthly Uptime Percentage	Service Credit
Credit Tier 0	99.9% or higher	None
Credit Tier 1	99.00% - 99.89%	5% of monthly fees
Credit Tier 2	97.00% - 98.99%	20% of monthly fees
Credit Tier 3	95.00% - 96.99%	35% of monthly fees
Credit Tier 4	< 95.00%	50% of monthly fees

3.3 RisingWave will apply any Service Credits against future payments otherwise due from Customer and then at renewal of the Services. Service Credits shall only entitle Customer to a refund if and when the Service is not renewed. Service Credits may not be transferred or applied to any other account, or Order. Customer's sole and exclusive remedy for any unavailability of the Services is the receipt of a Service Credit under the terms of this SLA.

4. Services Credit Request and Payment Procedures

4.1 To receive a Service Credit, Customer must submit a request by sending an e-mail message to sales@risingwave-labs.com. To be eligible, the credit request must (i) include Customer's account name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of Service Unavailable that Customer claims to have experienced; (iii) include Customer's server request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by RisingWave within thirty (30) business days of the last reported incident in the SLA claim. If the Annual Uptime Percentage of such request is confirmed by RisingWave and is less than 99.9% for the Service Year, then RisingWave will issue the Service Credit to Customer within one billing cycle following the month in which the request occurred. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit,

5. SLA Exclusions

5.1 The Service Commitment does not apply to any suspension or termination of Services or any other Services performance issues: (i) caused by factors outside of RisingWave's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Services; (ii) that result from any actions or inactions of Customer or any third party; (iv) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within RisingWave's direct control); (v) that result from failures of individual instances not attributable to Services Unavailability; or (vi) arising from RisingWave's suspension and termination of Customer's right to use the Services (collectively, the "SLA Exclusions"). If availability is affected by factors other than those explicitly listed in this agreement, RisingWave may issue a Service Credit considering such factors in RisingWave's sole discretion.