

SERVICE LEVEL AGREEMENT EXHIBIT (Availability, Operability and Latency)

This Service Level Agreement Exhibit (this “**Exhibit**”) is an exhibit to and an integral part of any service agreement, order form and/or terms of service (collectively, “**Agreement**”) between Treasure Data, Inc. dba Treasure AI (“**Treasure AI**”) and the customer named therein (“**Customer**”) that references this Exhibit.¹ Capitalized terms used and not defined in this Exhibit will have the meanings provided in the Agreement.

As used in this Exhibit, “**Service**” and “**SaaS Service**” shall mean the cloud-based ICDP (or similar) service provided by Treasure AI to Customer, as identified in an order form and described in the Documentation (excluding, for avoidance of doubt, any third-party services and custom-built software).

1. SERVICE LEVEL COMMITMENTS

1.1 General

Treasure AI offers a “Standard” tier of service level objectives (“**SLOs**”) as described in this Exhibit to all customers who purchase a SaaS Service subscription. Customers may purchase the “Premium” tier of SLOs to receive enhanced commitments with respect to the availability, operability (i.e., error-free operation) and latency (i.e., response time) of the SaaS Service, together with additional remedies (including service credits and termination rights), as per the terms and conditions of this Exhibit.

1.2 Basic Uptime Commitment

Treasure AI shall endeavor to make its SaaS Service available each calendar month for a portion of time that equals or exceeds the percentage set forth in **Table 1A** for Customer’s support level.

The SaaS Service is deemed to be available if Customer is able to access the Service and view its Collected Data. Planned maintenance time is excluded from the numerator and denominator of the calculation.

1.3 Operability & Latency Commitments

During each calendar month:

- *Operability.* Treasure AI shall endeavor to make its SaaS Service operable at a level that equals or exceeds the percentage set forth in **Table 1A** for Customer’s support level, as measured each calendar month.
- *Latency.* Treasure AI shall endeavor to provide the SaaS Service with latency that is no greater than the figure shown in **Table 1A** for Customer’s support level, as measured each calendar month.

For purposes of the operability and latency SLOs, each separate operational component of the SaaS Service (such as an API) is measured and factored into the calculation. Treasure AI groups these components into two systems, one a “Consumer-Facing” system and the other a “Customer-Management” system (as explained below in Section 2). Each system has its own corresponding operability and latency SLOs as shown in **Table 1A**. The operability or latency of a system is the mean performance of the individual components within that system. If either (or both) of the two systems does not achieve its operability or latency SLO for that month, then the SaaS Service as a whole is deemed not to have achieved its operability or latency SLO for that month.

1.4 Service Credits [*Premium*]

In the event Treasure AI does not meet an SLO for any calendar month, customers that purchase the Premium SLOs shall be entitled to receive a service credit by providing notice to Treasure AI of the failure within thirty (30) days after the end of the month during which an SLO was not achieved.

The amount of the service credit will be equal to (a) the **annualized amount** of service fees paid or payable for the impacted SaaS Service during the month of failure (i.e., 12x the monthly service fee), multiplied by (b) the Service Credit Percentage in **Table 1B** below. The service credit will be applied as a deduction against the next invoice or, if the parties do not anticipate any future invoices, then as a direct payment to Customer via wire transfer or check.

In the event Treasure AI disputes Customer’s claim, the parties shall provide to each other any evidence relevant to the claim (e.g., log data, system records, etc.) and shall work together in good faith to try to determine the reason for any discrepancies in their data.

¹ For any customer that ordered Service on or prior to October 6, 2025 and has not renewed its order since that date, the Customer Support and Service Availability Exhibit (updated August 13, 2024) available [here](#) will continue to apply to such customer’s Service (in lieu of this Exhibit) until the next renewal of that order, unless the parties have agreed otherwise in writing.

1.5 Termination for Chronic SLO Failures [*Premium*]

For customers that purchase the Premium SLOs, in the event there is a Service Level Failure for three consecutive months, or for any four months during a rolling 12-month period, Customer may terminate the SaaS Service and any related service orders for cause, by providing written notice to Treasure AI within thirty (30) days after the end of the month when the termination right was triggered.

Termination shall be effective as of the termination date specified on Customer's notice or, if no date is specified, 20 business days following receipt of the notice. Treasure AI shall refund to Customer within sixty (60) days of the date of termination any prepaid fees covering the remaining portion of the terminated subscription term for the relevant SaaS Service(s).

1.6 Exceptions

The SLOs in this Exhibit shall not apply (a) to Services that have been altered by or at the direction of Customer, or by or at the direction of anyone other than Treasure AI or its authorized subcontractors, (b) to custom-built software that is not part of the SaaS Service offered to all customers, (c) to any SaaS Service not yet made generally available to the public or (d) to any non-production instances.

SaaS Services shall not be deemed unavailable as the result of any cause beyond Treasure AI's reasonable control, including but not limited to extreme weather and acts of God; unavailability of utilities or communications services (including access to the Internet); or civil disturbances, or acts of civil or military authorities.

The latency SLOs for Consumer-Facing Systems: (a) shall apply only to SaaS Services that use Treasure AI's Trigger or Personalization technology; and (b) shall not apply to the processing of batch workloads.

2. DEFINITIONS

"Consumer-Facing" refers to those components that facilitate direct interactions and experiences between Customer's brand websites and consumers—including profiles API, ingestion APIs and profile lookup APIs.

"Customer-Management" refers to those components of the SaaS Service (*other than* the Consumer-Facing components) that provide all other ICDP features and capabilities to customers—including the Audience API, data processing workloads (batch), data connector integrations and query engines.

"Latency" of a system component means the latency of that component as calculated on a p95 (i.e., 95th percentile) basis, as measured at the Treasure AI-side load balancer.

"Operability" of a component is determined as follows:

- *for Consumer-Facing Components*: whether the API client can import events or lookup resources (as applicable) without retry.
- *for Customer-Management Components*: whether the API client can create, read, update, or delete resources when the API client calls APIs in substantially the manner described in the Documentation at <https://docs.treasure.ai/>; or, for data processing (batches), whether a job or task is completed successfully (provided the relevant job or task must have been defined consistent with the methodology described in <https://docs.treasure.ai/>).

"Service Level Failure" shall mean that for any calendar month, as applicable, (a) the availability or operability of a SaaS Service is less than 98.5%, or (b) the actual latency is more than 125% of the target latency; *provided, however*, any period(s) during which AWS is unavailable shall be excluded from the availability and operability calculations (solely for purposes of Section 1.5).

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Table 1A: Service Level Commitments				
Commit Ref. #	Commitment	Standard	Premium	
AVAILABILITY:				
1	Basic Uptime Commitment	99.5%	99.9%	
OPERABILITY:				
2	Consumer-Facing Systems	99.5%	99.9%	
3	Customer-Management Systems	99.5%	99.5%	
LATENCY:				
4	Consumer-Facing Systems	Real-Time Personalization 2.0	n/a	100 ms
		Real-Time Trigger Event Ingestion	n/a	100 ms
		Real-Time Trigger Activation	n/a	3.0 minutes
5	Customer-Management Systems	5.0 seconds	2.0 seconds	

Table 1B: Service Credits			
Commit Ref. #	Range	Service Credit Percentage ³	
1 & 2 (99.9%)	Actual Availability / Operability, Calculated for a Given Month	Standard	Premium
	99.50% - 99.89%	--	10%
	98.50% - 99.49%	--	20%
	<98.49%	--	30%
3 (99.5%)	Actual Operability, Calculated for a Given Month	Standard	Premium
	99.00% - 99.49%	--	10%
	98.00% - 98.99%	--	20%
	<98.00%	--	30%
4 & 5	Actual Average Latency as a % of Target, Calculated for a Given Month	Standard	Premium
	101 – 125%	--	10%
	>125%	--	30%

³ Percentage is applied to the annualized amount of monthly service fees. For example, if (a) a customer that purchased the Premium SLO tier paid \$50,000 for a SaaS Service for the month of June and (b) the SaaS Service achieved only 98.25% availability in June, then the customer would be entitled to a service credit in the amount of \$180,000 (\$50,000 x 12 x 30%), subject to the terms of this Exhibit.