This Service Level Agreement (“SLA”) sets forth the availability commitments for the SingleStore Managed Service database (the “Service”). Capitalized terms not defined below shall have the meanings set forth in the applicable agreement between Customer and SingleStore, Inc. (“SingleStore”) (the “Agreement”).

1. **SingleStore Managed Service Editions.** The SingleStore Managed Service is offered in discrete Service editions which determine the features available for use in the Service. The Monthly Uptime Percentage (defined below) is dependent on the Service edition listed in the Agreement.

2. **Monthly Uptime Percentage.** The Monthly Uptime Percentage is the Percentage of Time (defined below) during a particular calendar month that each of a customer’s SingleStore (High-Availability) Deployments (as defined below) is available per the terms of this SLA. The Percentage of Time available is calculated by the total number of monthly minutes minus the number of minutes of Downtime, divided by the number of monthly minutes. During the Subscription Term, Singlestore shall maintain a target Monthly Uptime Percentage (the “Target Uptime”) per Deployment based on the Percentage of Time for each Service edition as follows:

3. **Service Credits.** If SingleStore fails to meet the Target Uptime in a given month due to Unexcused Downtime, and if Customer meets its obligations below, Customer will be eligible to receive a Service Credit as follows.
   a. **Service Credit Calculation.** Service Credits are calculated as a percentage of the total charges paid by Customer for the portion of the Deployment affected by the Unexcused Downtime for the month in which the Unexcused Downtime occurred in accordance with the schedule below:

<table>
<thead>
<tr>
<th>Standard Monthly Uptime Percentage</th>
<th>Premium Monthly Uptime Percentage</th>
<th>Dedicated Monthly Uptime Percentage</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.9% - &gt;= 99.0%</td>
<td>&lt; 99.99% - &gt;= 99.9%</td>
<td>&lt; 99.99% - &gt;= 99.9%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 99.0%</td>
<td>&lt; 99.9%</td>
<td>&lt; 99.9%</td>
<td>25%</td>
</tr>
</tbody>
</table>

   b. **Eligibility.** To receive a Service Credit, Customer must: (i) issue a Service Credit Request within thirty (30) days after the end of the calendar month in which Customer believes Singlestore’s failure to meet the Target Uptime occurred; and (ii) not be past due on any Services payments when it issues a Service Credit Request.

c. **Investigation.** Promptly after receipt a Service Credit Request, SingleStore will investigate the request and notify Customer that either: (i) no Service Credit is due, and state the basis of this determination; or (ii) a Service Credit is due. SingleStore’s determination of Monthly Uptime Percentage and any applicable Service Credit is final and binding.

d. **Issuance.** SingleStore will apply a Service Credit to Customer within the occurring invoice following the last day of the billing period during which SingleStore determined the Service Credit
is due. Service Credits have no cash value, and are Customer’s sole and exclusive remedy for any failure by SingleStore to meet the Target Uptime.

4. Definitions.

a. “Downtime” means the time (in minutes) that a Deployment is unavailable for Customer’s workload and Customer is impacted by such unavailability. A minute is considered unavailable for a given Deployment if all connection requests fail during a one minute interval. Downtime does not include time before a Deployment becomes available, such as during provisioning, or when resuming from suspended states.

b. “Emergency Updates” means updates performed to fix critical functionality, vulnerabilities, or material defects that may substantially impair the usability or performance of the Service, and are done as online operations whenever possible.

c. “Approved Downtime” means Downtime due to Emergency Updates and/or Scheduled Updates.

d. “Update Window” means SingleStore-designated windows for system updates, fixes, updates, etc. SingleStore will take commercially reasonable efforts to minimize impacts on a Customer’s workload and Scheduled Update Windows during off-peak business hours.

e. “Monthly Uptime Percentage” is calculated as the total number of minutes in a calendar month minus the number of minutes of Unexcused Downtime occurring in such calendar month, divided by the total number of minutes in such calendar month multiplied by 100.

f. “Scheduled Updates” is any system update performed during the Update Window.

g. “Service Credit Request” means a Service Credit request emailed to SingleStore at cloud-sla@singlestore.com stating that Customer believes that SingleStore has failed to meet the SLA and detailing the scope and nature of such failure.

h. “Unapproved Downtime” means Downtime other than Approved Downtime.

i. “Deployment” means each SingleStore compute pool in the Service which is used by Customer to process its workloads.

5. Exclusions. Notwithstanding anything to the contrary stated herein, this SLA does not apply to any performance or availability issues:

a. caused by factors outside of SingleStore’s reasonable control, including, without limitation, any force majeure event, or any Internet access or related problems beyond the point in the network where SingleStore maintains access and control over the SingleStore Service;

b. that result from the use of services, hardware, software, or technology not provided by SingleStore including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

c. related to preview, pre-release, beta, evaluation, or trial versions of the Service, feature, or software (as defined by SingleStore);

d. that result from the unauthorized action or failure to take required action by Customer or any of its employees, agents, contractors, or vendors, or by anyone gaining access to the Service by
means of Customer’s passwords or equipment, or otherwise resulting from Customer’s failure to follow appropriate security practices;

e. caused by Customer’s use of a Service after SingleStore advised Customer to modify Customer’s use of the Service, if Customer did not modify Customer’s use as advised;

f. that result from Customer’s failure to adhere to all required configurations, use supported platforms, follow all policies for acceptable use, or Customer’s use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with SingleStore’s published guidance;

g. that result from Customer’s attempts to operate a Deployment beyond normal operating parameters described in the Documentation (e.g., insufficient memory or capacity planning for workload);

h. that result from SingleStore’s throttling of excessive or suspected abusive behavior; or

i. arising from SingleStore’s suspension or termination of Customer’s right to use the Service due to Customer’s breach of the Agreement.