



INDYKITE SERVICE LEVEL AGREEMENT

Last updated: 30/01/2025

THE AGREEMENT

This Service Level Agreement ("SLA") applies during the Subscription Term as per the applicable Order Form and forms a part of the Subscription Agreement under which IndyKite has agreed to provide Covered Services (as defined in the next section) to the Customer. The capitalized terms used in this agreement shall have the meanings ascribed to them in the Subscription Agreement. Unless otherwise agreed upon in advance and a custom agreement is appended to the applicable Order Form, this SLA shall apply and is binding upon all parties."

The Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service Group	Monthly Uptime Percentage
Knowledge Based Access Control (KBAC)	>= 99.9%
Identity Knowledge Graph (IKG)	>= 99.9%
Trusted Data Access (TDA)	>= 99.9%

The above is only applicable to Covered Services running on Customer's respective "live"/production system. Customer's non-production systems shall be subject to a Monthly Uptime Percentage of 99.5%.

1. DEFINITIONS

- 1.1. **Covered Service** means one or more of the above listed Service Groups
- 1.2. **Downtime** means more than a ten percent Error Rate
- 1.3. **Downtime Period** means a period of one or more consecutive minutes of Downtime. Partial minutes or intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.
- 1.4. **Error Rate** for the Covered Service is defined as the number of errors divided by the total number of attempted function executions, subject to a minimum of 100 attempted executions in the measurement period. An error is defined as a result of 5xx in response to a valid invocation event.
- 1.5. **Monthly Uptime Percentage** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.



2. RESPONSIBILITIES OF THE PARTIES

- 2.1. IndyKite shall ensure that the Monthly Uptime Percentage of the Covered Service is within the given SLO.
- 2.2. IndyKite shall communicate to the Customer scheduled or unscheduled service outages due to maintenance, troubleshooting, disruptions, or as otherwise deemed necessary.
- 2.3. IndyKite shall implement monitoring tools and procedures necessary to measure, monitor, and report on the SLOs at a level of detail sufficient to verify compliance.
- 2.4. Customer shall provide all necessary information and assistance required for IndyKite to meet the SLOs, as outlined in this SLA.
- 2.5. Customer shall inform IndyKite if there are any business changes that may require a review, modification, or amendment to this SLA.
- 2.6. Customer acknowledges that IndyKite acts as the primary provider of the Covered Service as identified in the Order Form, with the exception of instances where outsourcing is utilized, in which case, the third-party vendor assumes service-level responsibilities aligned with respective services.

3. ERROR PRIORITY LEVELS

Errors shall be categorized according to the following priority levels:

Priority Level	Description	Example
P1	A service failure, or severe degradation, where Customer is unable to access any Covered Service	Service is down and not accessible by Customer. Service is slowed to such a degree that Customer cannot use the service, resulting in consistent service unavailable or similar errors
P2	A partial service failure, or mild degradation, where Customer is able to access some but not all Covered Service	Customer lacks write-access to the Covered Service (excluding scheduled Downtime); Customer can access the Covered Service, but performance is slow, sometimes resulting in service unavailable or similar errors



P3	A minor service impact, where Customer is able to access almost all Covered Service	A non-critical impact on Covered Service, such as random inaccessibility of the service
P4	Covered Service feature enhancement, where Customer is able to access the Covered Service, but is requesting a service enhancement	A feature enhancement request

P1 incidents are only applicable to Covered Services running on Customer's respective "live"/production system. All incidents reported on Customer's non-production system shall be designated no higher than P2 by default.

Priority levels and incident handling depends on the Customer success package purchased ("Standard" or "Premium") as defined in the next section.

4. SERVICE LEVEL AND RESPONSE TIME

IndyKite shall use reasonable endeavors to respond to Customer requests, and in any case, within the First Response time period, as designated below:

Standard

Priority Level	First Response	Service Time
P1	4 hours	12 hours/day x 5 days/week, excluding holidays (6:00am - 6:00pm in the timezone of the Customer's HQ site)
P2	1 business day (12 business hours)	
P3	2 business days (24 business hours)	
P4	3 business days (36 business hours)	

Premium

Severity Level	First Response	Engagement	Service Time
P1	2 hours	Selecting P1 case priority indicates Customer's continuous commitment to 24x7 availability with	24 hours/day x 7 days/week x 365 days/year



		support engagement throughout issue resolution. Otherwise, IndyKite, at its discretion, may change case priority to appropriate Priority.	
P2	4 hours		
P3	8 hours		
P4	Next business day		

5. SLA EXCLUSIONS

This SLA does not apply to any:

- 5.1. features or services designated pre-general availability (unless otherwise set forth in the associated Documentation);
- 5.2. features or services excluded from the SLA (in the associated Documentation); or
- 5.3. errors (i) caused by factors outside of IndyKite's reasonable control; (ii) that resulted from Customer's software or hardware or third-party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system or listed in the Admin Console.

6. BREACH OF SLA

Repeated failure to observe the Covered Service SLO may amount to a material breach of the Agreement, which provides Customer the right to terminate the Agreement. Termination under this clause shall be the sole and exclusive remedy for the Customer.