

# Kleene

## SUPPORT SLA

This SLA sets out kleene's commitments in relation to the provision of the Support 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>Professional Services T&amp;Cs</b>	Terms and conditions for kleene's professional services	<a href="https://kleene.ai/legal/professional-services-tandcs">https://kleene.ai/legal/professional-services-tandcs</a>
<b>Compliance Policy</b>	Legal compliance policy	<a href="https://kleene.ai/legal/compliance-policy">https://kleene.ai/legal/compliance-policy</a>
<b>DPA</b>	Data processing addendum for GDPR compliance	<a href="https://kleene.ai/legal/data-processing-addendum">https://kleene.ai/legal/data-processing-addendum</a>

### 1. Definitions

1.1 In this SLA:

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

"**Business Day**" means weekdays excluding bank and public holidays in England;

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

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

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

"**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;

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

"**Issues**" means bugs, errors, performance issues, availability issues, security issues and other issues relating to the Software Services that are notified by the Customer to kleene in accordance with this SLA;

"**Order Form**" means a written order for the provision of the Software Services by kleene to the Customer made under the Subscription T&Cs;

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

"**Software Services**" means the Application Services and, if they are provided or to be provided by kleene in accordance with an Order Form, the Data Warehouse 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 17:00 GMT/BST on a Business Day;

"**Support Services**" means the provision of support services to the Customer in relation to the Software Services in accordance with this SLA, including:

- (a) the provision of User Documentation;
- (b) the provision of a helpdesk;
- (c) assistance with specific questions regarding the use of the Software Services; and
- (d) the investigation, reporting on and resolution of Issues;

"**Support Tier**" means the particular package of Support Services that kleene has agreed to provide to the Customer in accordance with an Order Form, being standard support, premium support or enterprise support as defined in the table below;

"**Tickets**" means support tickets raised by the Customer under this SLA requesting the provision of support in relation to an Issue or Issues; and

"**User Documentation**" means the user manual and/or other documentation for the Application Services published and maintained by Kleene at <https://docs.kleene.ai/>.

## **2. Support Services**

- 2.1 The content of the Support Services shall depend upon the Customer's Support Tier, as defined in the following table.

Success Plan Offering	ESSENTIALS	ENTERPRISE	BUSINESS CRITICAL
<a href="#">kleene support portal &amp; kleene.ai documentation access</a>	Yes	Yes	Yes
<b>Technical support coverage:</b> kleene Technical Support team is on hand to answer questions and help customers with the Application Software (kleene app) technical issues.	Standard Support Hours via Support Portal (support@kleene.ai)	Standard Support Hours via Support Portal (support@kleene.ai) via Online Support Chat	24/7 - 7 days a week via Support Portal (support@kleene.ai) via Online Support Chat via Slack Support via Phone
<b>Private slack channel:</b> Ability to directly connect with kleene Customer Success Manager and Customer Success Engineers	No	No	Yes
<b>Proactive Services:</b>			
<b>Implementation/Onboarding</b> : Our onboarding team will enable customers to use the kleene platform.	Yes 1 x 60 min training session 1 x 60 min deployment session	Yes 1 x 60 min training session 1 x 60 min deployment session	Yes - bespoke concierge service onboarding
<b>Named Technical Support Analyst:</b> : A named technical support analyst will serve as an ongoing point of contact and provide customers with analytics support: - Queries specific to data modelling - Advisory council on data best practise - Technical support - Expert analyst coaching	No	Yes 4h per quarter (included)	Yes 12h per quarter (included)
<b>Access to Customer Success:</b>			
<b>Dedicated Customer Success Manager:</b> A named CSM will serve as an ongoing point of contact and conduct quarterly business reviews to ensure customers' requirements are being met and value is being realised from the platform.	No	Yes	Yes

<b>Early Tech Access:</b> Access to the kleene product community & early access to new functionality (beta/prototype), with subsequent discovery sessions to explore feedback.	No	No	Yes
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- 2.2 kleene shall make available to the Customer a helpdesk for reporting Issues via the channels specified in the table above.
- 2.4 kleene shall ensure that the helpdesk is operational and adequately staffed during Support Hours.
- 2.5 The Support Services shall where practicable be provided remotely, save to the extent that the parties agree otherwise in writing.
- 2.6 If specified for the Customer's Support Tier, kleene shall appoint a *Customer Success Manager* to engage with the Customer and assist the Customer in achieving its desired outcomes using the Software Services.
- 2.7 The Customer acknowledges that support for any Data Warehouse Services will be provided by or through kleene and not directly by Snowflake; the Customer must not contact Snowflake in relation to support for any Data Warehouse Services.

**3. Customer obligations**

- 3.1 The Customer may use the helpdesk for the purposes of creating Tickets, reporting Issues and receiving the Support Services; and the Customer must not use the online helpdesk for any other purposes.
- 3.2 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.
- 3.3 The Customer must comply with the Acceptable Use Policy in relation to its use of the helpdesk.

**4. Response and resolution**

- 4.1 Issues raised through the Support Services shall be classified by kleene, acting reasonably, as critical, serious, moderate or minor, based upon the impact upon the Customer.
- 4.2 kleene shall use all reasonable endeavours to respond to requests for Support Services promptly. kleene shall aim to do so in accordance with the following table:

Issue Classification	Issue description	Target response time from time issue is reported by Customer		
		Standard	Premium	Enterprise
Critical	The entirety or a core part of the Software Services is unavailable; no workaround is available	4 Support Hours	2 Support Hour	1 Support Hour
High	The Software Services or a core part of the Software Services is significantly degraded; no workaround is available	8 Support Hours	4 Support Hours	2 Support Hours
Medium	The Software Services or a core part of the Software Services is impaired but still functional, or a non-core part of the Software Services is significantly degraded	1 Business Day	1 Business Day	4 Support Hours
Low	Any Issues not falling within the preceding categories, including cosmetic and other minor Issues	2 Business Days	2 Business Days	1 Business Day

4.3 kleene shall use reasonable endeavours promptly to resolve Issues through the Support Services, taking into account the severity of the Issue, but does not guarantee particular resolution times.

4.4 Notwithstanding any other provision of this SLA, kleene gives no commitments to the Customer in relation to support provided with respect to Free Access use of the Software Services.

## 5. Service credits

5.1 If kleene fails to meet the response times specified in the table in Clause 4.2, then the Customer shall be entitled to service credits as follows:

Number of failures in calendar month	Service credits percentage*
Less than 3	0%
3 to 5	2.5%
5 to 10	5%

More than 10	10%
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\*The service credit percentage shall be applied to the fees payable by the Customer to kleene with respect to the provision of the Software Services, plus any supplemental fees payable by the Customer to kleene with respect to Support Services, during the relevant calendar month (such fees to be calculated by kleene acting reasonably).

- 5.2 kleene shall deduct an amount equal to the service credits due to the Customer under this Clause 4 from amounts invoiced in respect of the fees payable by the Customer to kleene with respect to the Software Services and any supplemental fees payable by the Customer to kleene with respect to Support Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the service commitment, until such time as the service credits are exhausted.
- 5.3 Service credits shall be the sole remedy of the Customer in relation to any failure by kleene to meet the response targets in Clause 4.2, except where the failure amounts to a material breach of the Subscription.
- 5.4 Upon the termination of a 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 Support Services following such termination.

## **6. Limits on Support Services**

- 6.1 The Support Services do not include:
  - (a) strategic advice on the structuring or restricting of Input Data (or any other data);
  - (b) converting Input Data (or any other data) from one format or structure to another format or structure before ingestion by the Software Services;
  - (c) advice upon the implementation of features of the Software Services in the context of the Customer's business, systems and/or requirements;
  - (d) training services (not including assistance and advice in relation specific Issues relating to the use of the Software Services); or
  - (e) any services that kleene has agreed to provide to the Customer under the Professional Services T&Cs.
- 6.2 kleene shall have no obligation to provide Support Services in respect of any Issue caused in whole or part by:
  - (a) any other software, systems and services that are not expressly part of the Software Services;

- (b) any changes to, or defects or faults in, or unavailability of, any third party application programming interfaces used by the Software Services;
- (c) improper use, incorrect use of or damage to the Software Services by the Customer or any Customer user;
- (d) use of the Software Services by the Customer or any Customer user in combination with any software, systems or services not approved or designated by kleene for use with the Software Services, or any fault in any such software, systems or services;
- (e) the uploading of any data to the Software Services that is not in a form approved or designated by kleene for use with the Software Services; or
- (f) any breach of the Customer's obligations under this SLA or the Subscription T&Cs.

6.3 The Customer acknowledges that kleene may when providing Support Services direct the Customer to the User Documentation where appropriate.

6.4 If:

- (a) kleene performs work in relation to an Issue notified by the Customer to kleene; and
- (b) kleene subsequently becomes aware that the Issue was caused or primarily caused by: (i) the acts or omissions of the Customer or a third party; or (ii) any Customer or third party database, data, software or systems,

then kleene may charge the Customer for such work on the basis of its standard time-based charging rates, and the provisions of the Subscription T&Cs relating to charges, payments and late payments shall apply with respect to such charges.

## **7. Warranties**

7.1 kleene warrants to the Customer that:

- (a) kleene will provide the Support Services with reasonable care and skill; and
- (c) in the provision of the Support Services and the performance of its other obligations under this SLA, kleene shall comply with the Compliance Policy.

7.2 The Customer warrants to kleene that, in the receipt of the Support Services and the performance of its other obligations under this SLA, the Customer shall comply with the Compliance Policy.

7.3 Save where otherwise provided in this SLA, kleene gives no warranty or other undertaking that all faults in or interruptions to the Software Services will be fixed, or that they will be fixed within a specified time.

## **8. Data protection**

8.1 The processing of Customer Personal Data by kleene on behalf of the Customer in relation to the Support Services shall be governed by and subject to the DPA.

8.2 For the avoidance of doubt, the limitations and exclusions of liability set out in the Subscription T&Cs shall apply with respect to such processing.

## **9. Interpretation**

9.1 The Clause headings do not affect the interpretation of this SLA.

9.2 In this SLA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

9.3 In the event of a conflict between this SLA and any other document referenced herein, that other document shall take precedence.