CUSTOMER SUPPORT AND SERVICE AVAILABILITY EXHIBIT

This Customer Support and Service Availability Exhibit (this "**Exhibit**") is an exhibit to and is incorporated by reference into the service agreement between the customer named in the relevant order form(s) ("**Customer**") and Treasure Data, Inc. ("**Treasure Data**").

 "**Service**" and "**SaaS Service**" shall mean the CDP service and/or other cloud-based service(s) provided by Treasure Data 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). Other capitalized terms not defined in this Exhibit will have the meanings provided in the Agreement.

1. CUSTOMER SUPPORT

1.1 Support Level

Treasure Data offers three levels of support for its SaaS Services. "Standard" Support is available to all customers who purchase SaaS Services at no additional charge. Qualifying customers may purchase "Corporate" or "Enterprise" support packages that offer enhanced service level commitments and additional services and benefits as described in this Exhibit.[1]

1.2 General

Treasure Data provides technical assistance to customers in response to submitted cases, and its Support engineers work to resolve defects that prevent a SaaS Service from performing in substantial conformance with the Documentation. Cases can be submitted over the Web or by email as described below and in the support documentation at https://docs.treasuredata.com/. In addition, all customers have access to training and enablement materials, user manuals and other Documentation at https://docs.treasuredata.com/. Customers can also sign up to receive automated notifications of service availability issues, status updates, scheduled maintenance and new releases at https://status.treasuredata.com.

1.3 Support Commitments

Treasure Data will work to resolve issues as promptly as practicable based on their severity and in accordance with the service level commitments described below and in Table 1A. A resolution to a defect may consist of a repair, a workaround, or other reasonable relief.

Initial Response Time	Treasure Data shall provide an initial human-generated (non-automated) response to each new case within the stated period of time from receipt of a new case.
Effort Level	Treasure Data will apply a level of effort (through the assignment of personnel, allocation of resources, etc.) not less than the stated standard, until the issue has been resolved.
Status Updates	Treasure Data will provide updates on the status of issue resolution no less frequently than stated, *provided* Customer has signed up to receive updates on https://status.treasuredata.com.
Root Cause Analysis	Treasure Data will provide a written report summarizing an adverse incident, its root cause and any mitigation and preventative measures taken in response, within the period of time stated.

1.4 Severity Levels

Issues will be categorized, prioritized and managed according to their severity level. The case severity level is selected by Customer at the time of case submission but may later be adjusted by Treasure Data, in its reasonable discretion, based on the definitions in Table 1C. Reproducible errors that cannot promptly be resolved may be escalated to higher level support tiers for further investigation and analysis as the Customer Support team works to resolve the errors.

1.5 Access

Customer Support is available by email at support@treasuredata.com, 24 hours per day, 7 days a week, including all local holidays. In addition, Customer Support is available by Live Chat using the Treasure Data Web console and accessible on all local business days (9 am to 6 pm local time) based on the Treasure Data region selected by Customer (US/JP/UK). Treasure Data Support Engineers communicate with customers that submit cases primarily through tickets. For Enterprise customers, Slack support and (for Severity 1 & 2 incidents) Zoom videoconference support are also available as per Table 1B.

1.6 Customer Responsibilities

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[1] The benefits described in this Exhibit are included in the "Standard" support plan, unless indicated otherwise. Any section of this Exhibit denoted with a "C" or "E" text box describes features that are offered only for the Corporate or Enterprise Support plan, respectively.

Designated Customer Contacts. Customer agrees to maintain at all times during the subscription term at least one designated representative (each a "**Designated Customer Contact**") to liaise with Customer Support. The Designated Customer Contact(s) should be adequately knowledgeable about the SaaS Service to assist Customer Support in diagnosing, analyzing, reproducing and resolving technical issues. Designated Customer Contacts shall be responsible for (a) maintaining an up-to-date list of Designated Customer Contacts and notifying Treasure Data of changes, (b) submitting cases on behalf of Customer and overseeing Customer's support case activity, and (c) developing and deploying troubleshooting processes within Customer's organization. Treasure Data will support up to five (5) Designated Customer Contacts under Standard Support, and an unlimited number for Corporate or Enterprise Support. Treasure Data is authorized to take action on support-related matters at the request of any Designated Customer Contact.

Cooperation. Treasure Data must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Treasure Data to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. For a Severity 1 or 2 issue, Customer must ensure that a Designated Customer Contact is available to communicate with Support promptly after submitting the case (otherwise the Support team reserves the right to lower the priority of the issue). Subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their Treasure Data Web console for troubleshooting purposes.

1.7 Exceptions

Treasure Data's obligations in this Section 1 do not apply to service issues arising out of (a) any modification or alteration of the Service by or at the direction of Customer, or by or at the direction of anyone other than Treasure Data or its authorized subcontractors; (b) Customer's failure to adhere to Treasure Data's documented recommendations or use of the Services in violation of the Agreement; or (c) problems caused by third-party software, hardware or network equipment (i.e., not purchased from and provided by Treasure Data).

1.8 Additional Enterprise Benefits

Developer Support. Enterprise Support also includes developer support for Custom Script features, subject to the restrictions noted in Table 1A.

Designated Technical Support Engineer. Enterprise Support customers are entitled to a Designated Technical Support Engineer who will serve as Customer's primary contact within Customer Support.

2. SERVICE LEVEL COMMITMENTS

2.1 General

Treasure Data offers the Basic Uptime Commitment to all customers as part of Standard Support. Corporate and Enterprise Support plans include four additional service level commitments ("**SLCs**") with respect to the operability (i.e., error-free operation) and latency (i.e., response time) of the SaaS Service.

2.2 Basic Uptime Commitment

Treasure Data shall endeavor to make its SaaS Service available for a percentage of time during each calendar month that equals or exceeds the percentage set forth in Table 2A for Customer's support level.

2.3 Operability & Latency

Operability. Treasure Data shall endeavor to achieve operability of its SaaS Service for a percentage of time during each calendar month that equals or exceeds the percentage set forth in Table 2A for Customer's support level.

Latency. Treasure Data shall endeavor to provide the SaaS Service with latency each calendar month that is equal to or less than the figure shown in Table 2A for Customer's support level.

Systems Covered. Treasure Data provides two separate sets of latency and operability commitments, each customized for a corresponding group of Systems – one group is Consumer-Facing, the other group is Customer-Management. For purposes of comparison against the SLCs, the operability or latency (as applicable) of a group of Systems is determined by (a) first, measuring each component System separately, and (b) second, calculating the mean average for the group as a whole, giving each System equal weight.

2.4 Service Credits

In the event Treasure Data does not meet an SLC for any calendar month, customers with Corporate or Enterprise Support shall be entitled to receive a service credit, subject to compliance with these procedures. Customer may claim a service credit by giving written notice to Treasure Data within thirty (30) days after the end of the month when the SLC was not achieved, along with a brief explanation of the basis of the claim. In the event of a dispute, the parties shall provide evidence in support of their positions and shall work in good faith to reach a resolution; *provided*, Treasure Data's records will have the presumption of accuracy and completeness.

The amount of the service credit will be equal to the average monthly service fee paid for the impacted SaaS Service during the applicable subscription term, multiplied by the Service Credit Percentage in Table 2B below. If more than one SLC is not met, service credits shall be applied alternatively and not cumulatively (Customer shall receive the largest of the calculated amounts). The service credit will be applied as a deduction against the next invoice; *provided*, if the parties do not anticipate any subsequent invoice, then Treasure Data shall pay Customer the service credit via wire transfer or check.

2.5 Termination for Chronic Service Level Failures

Under the Enterprise Support plan, 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 Data 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 Data shall refund to Company all unused and prepaid fees (if any) for the affected SaaS Service(s) within sixty (60) days of the date of termination.

2.6 Definitions

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

"**Customer-Management**" refers to those Systems that provide all CDP capabilities (including web UIs) of the Service to customers other than those that are consumer-facing, including the Audience API, data processing workloads (batch), data connector integrations and query engines.

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

"**Operability**" of a System is determined as follows:

- *for Consumer-Facing Systems* – whether the API client can import events or lookup resources (as applicable) without retry.

- *for Customer-Management Systems* – whether the API client can create, read, update, or delete resources when the API client calls APIs in substantially the manner described in docs.treasuredata.com; 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 docs.treasuredata.com).

"**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 2.5).

"**Systems**" means the individual component services, APIs, functions and systems that together comprise a SaaS Service. For avoidance of doubt, each API constitutes a distinct System.

2.7 Exceptions

The SLCs in this Section 2 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 Data 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 Data'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, acts of civil or military authorities.

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

3. HOSTING AND PLANNED MAINTENANCE

Regions. Treasure Data operates its services globally in several Amazon Web Services (AWS) regions. Customer's data will be hosted in an AWS region where Treasure Data offers the Service, which will be specified in the applicable order form; *provided*, User Account information will be hosted in the United States.

Reporting. Treasure Data provides information on the availability of its systems (historic and current), along with an incident / outage log and notifications regarding scheduled maintenance, at https://status.treasuredata.com. Customers can sign up for alerts and notifications.

Planned Maintenance. Treasure Data shall notify Customer in advance of the commencement of any Planned Maintenance Period as follows:

Standard…………………………	at least two business days advance notice; and
Corporate / Enterprise…………	at least five business days advance notice

Notwithstanding the foregoing, Treasure Data may provide Customer with a shorter notice period of service maintenance, if necessary in the reasonable judgment of Treasure Data, to maintain the availability, security, stability or performance of the SaaS Service. Treasure Data shall attempt to schedule Planned Maintenance Periods for non-peak periods of Customer activity specific to each region.

"**Planned Maintenance Period(s**)" means any interruption(s) to Service Availability scheduled by Treasure Data to allow for the performance of standard maintenance work.

- [Customer Support Tables](#)

Table 1A: Support Commitments

Severity	Metric	Standard	Legacy Premium (No new customers)	Corporate	Enterprise
1	Initial response time	2 hours	1 hour	1 hour	30 minutes
	Target effort level	Commercially reasonable efforts during local business hours	Continuous best efforts	Continuous best efforts	Continuous best efforts
	Status updates	Commercially reasonable efforts upon Customer's request	At least daily until resolution; & promptly upon Customer request	At least daily until resolution; & promptly upon Customer request	Upon new information and every 6 hours until resolution; & promptly upon Customer request.
	Root Cause Analysis, Incident Report	N/A	N/A	Within 7 days of request	Within 7 days of request
2	Initial response time	4 hours	2 hours	2 hours	1 hour
	Target effort level	Commercially reasonable efforts during local business hours	Continuous best efforts	Continuous best efforts	Continuous best efforts
	Status updates	Commercially reasonable efforts upon Customer's request	At least daily until resolution; & promptly upon Customer request	At least daily until resolution; & promptly upon Customer request	At least daily until resolution; & promptly upon Customer request
	Root Cause Analysis, Incident Report	N/A	N/A	N/A	Within 7 days of request
3	Initial response time	2 business days	1 business day	2 business days	1 business day
	Target effort level	Commercially reasonable efforts during local business hours	Commercially reasonable efforts during local business hours	Commercially reasonable efforts during local business hours	Commercially reasonable efforts during local business hours
	Status updates	N/A	Commercially reasonable efforts upon Customer's request	Commercially reasonable efforts upon Customer's request	Commercially reasonable efforts upon Customer's request
4	Initial response time	3 business days	2 business days	2 business days	1 business day
	Target effort level	Commercially reasonable efforts during local business hours	Commercially reasonable efforts during local business hours	Commercially reasonable efforts during local business hours	Commercially reasonable efforts during local business hours
	Status updates	N/A	Commercially reasonable efforts	Commercially reasonable efforts	Commercially reasonable efforts

Severity	Metric	Standard	Legacy Premium (No new customers)	Corporate	Enterprise
			upon Customer's request	upon Customer's request	upon Customer's request
Developer Support		N/A	N/A	N/A	Yes. For Custom Script features in Python code; no more than 200 lines of code analyzed in a ticket.

Table 1B: Communication Channels

Communication	Standard & Premium	Corporate	Enterprise
Email	YES	YES	YES
Live Chat	YES	YES	YES
Slack	No	No	YES
Zoom	No	No	YES (Sev 1 & 2)
Designated Technical Support Engineer	No	No	YES

Table 1C: Severity Level Definitions

Severity	Definition
1	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.
2	Major functionality is impacted, or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a data export.
3	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
4	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

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● [Service Level Commitment Tables]

Table 2A: Service Level Commitments

			Standard and Legacy Premium	Corporate	Enterprise
1	Basic Uptime Commitment		99.5%	99.5%	99.9%
OPERABILITY:					
2	Consumer-Facing Systems		n/a	99.5%	99.9%
3	Customer-Management Systems		n/a	99.5%	99.5%
LATENCY:					
4	Consumer-Facing Systems	Real-Time Personalization 2.0	n/a	n/a	100 ms
		Real-Time Trigger Event Ingestion			100 ms
		Real-Time Trigger Activation			3 minutes
5	Customer-Management Systems		n/a	5.0 sec	2.0 sec

Table 2B: Service Credits

	Service Credit	
Actual Availability / Operability, in a Given Month	Corporate	Enterprise
99.5% - 99.89%	--	10%
98.5% - 99.49%	5%	20%
97.0% – 98.49%	10%	30%
<97.0%	15%	

Actual Latency as a % of Committed Latency, in a Given Month	Corporate	Enterprise
101 – 125%	5%	10%
>125%	15%	30%