

**Dataiku Cloud
Service Level Agreement**

Last Updated: May 22, 2025

This Dataiku Service Level Agreement is issued under and forms part of the Dataiku Cloud Agreement or other Dataiku agreement which references this policy, and capitalized terms not defined have the meanings set forth in such Dataiku agreement.

1. **Target Availability.** Dataiku will use commercially reasonable efforts to make the Cloud Service available with an uptime of 99.5% of each calendar month (“**Target Availability**”).
2. **Uptime.** Uptime is calculated based on the time, in minutes, that Permitted Users can connect to the Cloud Service and generally access the Cloud Service instances, including, in each case if deployed and part of the Customer’s Subscription: (i) design and automation nodes, and (ii) API nodes. More specifically, if a http call can be made on the isAlive endpoint without server side error (e.g. 5XX error code), then the applicable API node is considered accessible.
3. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Cloud Service in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Dataiku’s reasonable control, (c) Customer’s equipment, software, network connections or other infrastructure, (d) third party systems, acts or omissions or (e) Scheduled Maintenance or reasonable emergency maintenance. “**Scheduled Maintenance**” means Dataiku’s scheduled routine maintenance for which Dataiku notifies Customer at least two (2) days in advance. Scheduled Maintenance will not exceed 10 hours per month and Dataiku will use commercially reasonable efforts to perform Scheduled Maintenance only (1) between the hours specified below (depending on the Customer’s deployment location) and (2) for a maximum period of two (2) hours:
 - (a) Deployment location in AMER: On Thursdays between 05:00 AM UTC and 11:00 AM UTC
 - (b) Deployment location in EMEA: On Thursdays between 17:00 PM UTC and 23:00 PM UTC
 - (c) Deployment location in APJ: On Thursdays between 10:00 AM UTC and 16:00 PM UTC
4. **Service Credits.** If the Cloud Service fails to meet Target Availability in a particular month, Customer makes a written request within thirty (30) days after the end of such month, and Dataiku verifies such failure, Customer will be entitled to a service credit based on the proportion of subscription fees for the affected Cloud Service in such month (“**Service Credit**”). For example, if Customer has an annual subscription, the proportion of subscription fees for any given month (the “**Monthly Fees**”) would be the annual subscription fees divided by 12. The Service Credit will be calculated as follows:

Uptime	Service Credit (% of Monthly Fees)
98.00% — 99.4%	3%
96.00% — 97.99%	5%
< 96.00%	7%

Dataiku will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits. Service Credits for any month will not exceed seven percent (7%) of the Monthly Fees.

5. **Exclusive Remedies.** Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer’s sole and exclusive remedy, and Dataiku’s sole and exclusive liability, for Dataiku’s failure to meet the Target Availability.