



Service Level Agreement for Talend Cloud Services

This Service Level Agreement for Talend Cloud Services sets forth the System Availability Service Level Agreement (“SLA”) for the production version of Talend Cloud Services to which Customer subscribed in an Order Form. All undefined capitalized terms herein shall have the meanings assigned to them in the Agreement.

1. Definitions.

- 1.1 “Emergency Downtime” means a period of time, not to exceed eight (8) hours, during which the Talend Cloud Services are not generally available due to the performance of emergency maintenance, where Talend has provided notice of such maintenance at least twelve (12) hours in advance, but less than two (2) weeks in advance (a) by means of a notification in the Talend Cloud Services user interface, and/or (b) at the URL trust.talend.com, status.stitchdata.com, or datacatalog.trust.talend.com, as applicable.
- 1.2 “Scheduled Downtime” means a period of time, not to exceed twelve (12) hours, during which the Talend Cloud Services are not generally available due to the performance of maintenance, where Talend has provided notice of such maintenance at least two (2) weeks in advance (a) by means of a notification in the Talend Cloud Services user interface, and/or (b) at the URL trust.talend.com, status.stitchdata.com, or datacatalog.trust.talend.com, as applicable. The number of Scheduled Downtime periods in a given calendar year will not exceed five (5) with no more than two (2) periods in a given quarter.
- 1.3 “System Availability Level” means, with respect to a given calendar month, the percentage (based on twenty-four hour days for the number of days in such month) that the Talend Cloud Services are generally available for subscriber access, excluding Scheduled Downtime, Emergency Downtime and any unavailability caused by factors outside of Talend’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.

2. System Availability Level.

Talend will use commercially reasonable efforts to maintain a System Availability Level of at least (a) ninety-nine percent (99%) for Talend Cloud Data Catalog, and (b) ninety-nine and point nine percent (99.9%) for all other Talend Cloud Services (the “Availability Target”).

3. Credits.

- 1.1 In the event that the System Availability Level fails to meet the Availability Target in a given month during the Subscription Term, then, as Talend’s sole obligation in relation thereto and Customer’s sole and exclusive remedy therefor, Customer shall be eligible to receive service credits (“Service Credit(s)”) as described more fully below, which such Service Credits Customer may apply to a future invoice for the Talend Cloud Service that did not meet the Availability Target.
- 1.2 In order to receive a Service Credit, Customer must in good faith file a support ticket within thirty (30) days after the month in which unavailability caused the System Availability Level to fall below the Availability Target, setting out the date(s) and time(s) of unavailability.
- 1.3 If the unavailability is validated by Talend, Talend shall issue to Customer a Service Credit equal to (a) for Talend Cloud Services billed on a monthly basis, the effective monthly subscription amount paid by Customer, or (b) for Talend Cloud Services billed on an annual basis, one-twelfth of the total annual subscription amount paid by Customer, for the affected Talend Cloud Services multiplied by the applicable credit percentage set out in the applicable table below.

i. Talend Cloud Data Catalog - System Availability Level during Relevant Month

Below	But at Least	Credit Percentage
99.0%	98.5%	5.0%
98.5%	98.0%	10.0%
98.0%	0%	20.0%

ii. All other Talend Cloud Services - System Availability Level during Relevant Month

Below	But at Least	Credit Percentage
99.9%	99.5%	5.0%
99.5%	99.0%	10.0%
99.0%	98.0%	15.0%
98.0%	0%	20.0%