



Last updated August 29, 2024

Database Service Level Addendum

This Database Service Level Addendum (this "SLA") applies exclusively where Customer is using Database Services under a qualifying Enterprise Advance Commitment (as defined below). Subject to the foregoing, this SLA forms a part of the Master Subscription Agreement at <https://www.pinecone.io/legal/master-subscription-agreement/> ("MSA") or other written or electronic services or subscription agreement that references this SLA (as applicable, the "Agreement") between Pinecone Systems, Inc., a Delaware (USA) corporation ("Pinecone"), and the customer for Database Services under the Agreement ("Customer").

1. Definitions. Capitalized terms not defined in this SLA shall have the respective meanings assigned to them in the Agreement, provided that if a capitalized term is not defined in this SLA or the Agreement, such term shall have the meaning assigned to it in the MSA. As used in this SLA:

1.1. "Enterprise Advance Commitment" means Customer has subscribed to an Enterprise Services plan and entered into an Order with a Subscription Term of at least 12 months that includes an upfront payment by Customer against its future consumption of Services in an amount that entitles Customer to the benefits of this SLA, as specified by Pinecone at time of Order.

1.2. "Database Services" means pod-based and serverless vector database Services that are not Preview Offerings.

1.3. "Downtime" is measured at each Pinecone index as the total number of full minutes, outside of time Database Services are unavailable as a result of one or more Exceptions, where continuous attempts to establish a connection within the minute fail as reflected in minute-by-minute logs.

1.4. "Exception" means any of: (a) Customer's breach of an Order or the Agreement; (b) Customer's failure to configure and use Database Services in accordance with the Documentation; (c) failures of, or issues with, Customer Systems or Connections; (d) failures of, or issues with, Cloud Providers; (e) Force Majeure Events; (f) Pinecone's authorized suspension of End Users' access to the Services pursuant to the Agreement; or (g) maintenance for which Pinecone provides advance notice through the Services console or by posting at the status page made available at <https://status.pinecone.io/> (which includes a mechanism to subscribe for updates). For clarity, the "uptime" information published at the status page is for informational purposes and does not equate to the Monthly Uptime Percentage.

1.5. "Monthly Fees" means the total Fees paid by Customer for Database Services, including those charged against an Advance Commitment for Database Services, during the calendar month in which Downtime occurred.

1.6. "Monthly Uptime Percentage" is calculated as follows with respect to any particular calendar month: (a) subtract Downtime from the total number of minutes in a month, (b) divide that difference by the total number of minutes in a month, and (c) multiply that quotient by 100. For purposes of this calculation, Database Services are deemed to have been fully available for any portion of the month they were not deployed.

1.7. "Service Level Credit" means, subject to Section 2, the percentage of the Monthly Fees creditable to Customer following a successful Customer claim.

1.8. "Support Ticket" has the meaning assigned to it in Pinecone's Support Policy at <https://www.pinecone.io/legal/support-policy/>.

2. Services Availability and Credits.

2.1. **Standard.** Pinecone will use commercially reasonable efforts to make Database Services available at least 99.95% of the time during each calendar month, exclusive of any time Database Services are unavailable as a result of one or more Exceptions (the "Availability Standard").

2.2. Credit Amounts. If the Monthly Uptime Percentage is less than the Availability Standard in a particular calendar month, then Customer may be eligible for Service Level Credits according to the following:

Monthly Uptime Percentage	Service Level Credit (% of Database Monthly Fees)
Less than 99.95% to 99.0%	10%
Less than 99.0% to 95.0%	25%
Less than 95.0%	50%

2.3. Requesting Credits. To be eligible for Service Level Credits for a particular calendar month:

- (a) the Downtime must not be the result of one or more Exceptions;
- (b) in the case of pod-based Database Services, Customer must have maintained at least two replicas of the applicable index throughout the calendar month;
- (c) Customer must have: (i) submitted a Support Ticket within 60 minutes of the start of the applicable Downtime, (ii) reasonably assisted Pinecone in investigating the cause of the Downtime, and (iii) complied with Pinecone’s directions or other guidance in response to that Support Ticket;
- (d) Customer must submit a separate Support Ticket, with “Request for SLA Credit” in the subject line, by the end of the calendar month immediately following the month in which the Downtime occurred with all information necessary to validate Customer’s claim, including:
 - (i) a detailed description of the events resulting in the Downtime, including Customer’s request logs that document the errors and confirm Customer’s claimed outage (with any Personal Information or Confidential Information in the logs redacted or removed);
 - (ii) a description of affected End Users or customers;
 - (iii) information regarding the dates, time and duration of the Downtime; and
 - (iv) a description of Customer’s attempts to resolve the Downtime at the time of occurrence.

2.4. Granting Credits. If Pinecone determines Customer has satisfied the requirements of Section 2.3, Pinecone will grant Customer a Service Level Credit in the amount specified in Section 2.2. Pinecone will apply Service Level Credits to future amounts due from Customer for Database Services. Service Level Credits have no cash value, are non-transferable and, unless otherwise specified in writing by Pinecone, expire with the applicable Order for Database Services. Service Level Credits are Customer’s sole and exclusive remedy with respect to any failure by Pinecone to meet the Availability Standard.

3. General. This SLA, together with the Agreement (and the terms incorporated therein), is the complete and exclusive statement of the mutual understanding of the Parties, and supersedes all communications and agreements between the Parties (oral or written) relating to, the subject matter of this SLA. In the event of any conflict between this SLA and the Agreement, this SLA will control with respect to the subject matter of this SLA. Pinecone may modify this SLA from time to time by posting a revised version at <https://www.pinecone.io/legal/>.