

Service Specific Terms

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Capitalized terms not defined in these Service Specific Terms have the meaning given to them in the Terms of Services.

These Service Specific Terms apply to Customers subscribing to or using the services or features listed below.

1. Definitions

- 1.1. **"Organization"** is a structured entity created by Customer in Customer Account to group Customer's Projects for managing resources, access, and billing.
On Upsun Cloud, Organizations can be either fixed (**"Fixed Organization"**) or flexible (**"Flexible Organization"**):
 - 1.1.1. A Flexible Organization will include Project(s) with flexible resource allocation;
 - 1.1.2. A Fixed Organization will include Project(s) operating with fixed billing plans including predetermined resource limits. A Fixed Organization is available for legacy customers only and is governed by the documentation available at <https://fixed.docs.upsun.com/>
- 1.2. **"Third Party Model Provider"** means a third party that provides an AI model connected to, or otherwise used in connection with, an AI Feature.
- 1.3. **"Repository"** means a Customer source code repository connected to or accessed by an AI Feature.

2. Upsun Cloud

2.1. Uptime

- 2.1.1. **Uptime available to all Customers**
Upsun will make commercially reasonable efforts to make sure the uptime of the hosting infrastructure of Customer's Projects on production environment reaches or exceeds 99.5% monthly. The best efforts uptime commitment mentioned above does not apply to development and test environments and is exclusive of all interruptions for maintenance purposes and incidents caused by Customer Projects (e.g. Project that exceeds the allocated resources, contains a programming error, failure to apply updates) and/or caused by failure of TLS certificates provided by Customer.
- 2.1.2. **Advanced or Premium uptime Service Level Agreement ("SLA") add-on:**
 - 2.1.2.1. Advanced or Premium uptime SLAs add-ons can only be subscribed to for Projects under a Flexible Organization. Projects under a Fixed Organization can benefit from Advanced or Premium uptime SLAs under the Enterprise or Elite tier.

2.1.2.2. Definitions

- **“Monthly Uptime Percentage”** means the percentage derived by subtracting from 100 the percentage of Service Unavailability minutes during the month.
- **“Service Credit”** means a percentage of the Subscription Fee to be credited to Customer if Upsun fails to meet the Service Level agreed . Service Credit is calculated based on the monthly Subscription Fee due for the environment in production suffering from the Service Unavailability status, as defined below.
- **“Service Levels”** means the service levels set out in 2.2.3.3. below.
- **“Service Unavailability”** means the unavailability of the hosting infrastructure of Customer’s Projects on production environment, due either to errors or failures in the hosting stack or lack of network connectivity to the Internet.

2.1.2.3. Advanced or Premium uptime SLA and Service Credits

2.1.2.3.1. Advanced or Premium uptime SLAs requires the subscription to the “Premium” or “Advanced” Support add-on.

2.1.2.3.2. Uptime SLAs are contracted at Project level. Minimum subscription term is twelve (12) months. Following the initial 12-month term, the Uptime SLA add-on will automatically renew on a month-to-month basis.

2.1.2.3.3. Upsun will provide the following service level agreements:

Monthly Uptime Percentage	Service Credit Percentage	
	Advanced Uptime SLA: 99.90%	Premium Uptime SLA: 99.99%
greater than or equal to 99.99%	0%	0%
below 99.99% to 99.90%	0%	3%
below 99.90% to 99.80%	5%	5%
below 99.80% to 99.70%	5%	10%
below 99.70% to 99.50%	10%	20%
below 99.50% to 99.00%	20%	33%
below 99.00% to 97.00%	30%	33%
below 97.00%	50%	50%

2.1.2.4. Service Level exclusions

2.1.2.4.1. The Service Levels identified above do not apply to any Service Unavailability, suspension or termination of the Services caused by any of the following:

- 2.1.2.4.1.1. Factors outside of the reasonable control of or not directly imputable to Upsun, including but not limited to any force majeure event listed in this Agreement, internet access, or related problems beyond the software and server instances directly maintained by Upsun;
- 2.1.2.4.1.2. Problems resulting from any act or omission of Customer, including errant or problematic application code deployed into an environment;
- 2.1.2.4.1.3. Issues resulting from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third-party equipment directly maintained by Upsun);
- 2.1.2.4.1.4. Issues that affect non production environments (e.g.development and/or staging environments, etc);.

- 2.1.2.4.1.5. Services that are not essential to the uptime of the hosting infrastructure of the Project in production environment (e.g. Console, CLI, APIs for the control plane, user authentication, etc);
- 2.1.2.4.1.6. Issues that result from any act or omission of the Upsun support team at the request of Customer (e.g. downtime caused by the refusal of Customer to increase the resources allocation on a Customer Project);
- 2.1.2.4.1.7. Issues arising from suspension and/or termination of Customer's right to use the Services in accordance with this Agreement;
- 2.1.2.4.1.8. Customer-caused unavailability such as missing content, errors caused by Customer code or application configuration errors, or usage capacity in excess of the Customer purchased amount;
- 2.1.2.4.1.9. Service Unavailability due to maintenance operations. Upsun reserves the right to interrupt part or all of the Services to perform a technical intervention for the purpose of ensuring the proper operation of the Services, and the safety and stability of the infrastructure behind the Services. Upsun will make commercially reasonable efforts to limit the occurrence and duration of the interruption and, where feasible, will publish notifications of upcoming scheduled maintenance operations on <https://status.upsun.com/> at least 5 calendar days ahead of the maintenance date. Customer can also subscribe to updates and be notified by email on upcoming and ongoing maintenance operations.
- 2.1.2.4.2. When factors causing the Service Unavailability status cannot be clearly imputed to Upsun, Upsun may, on a case-by-case basis and in its sole discretion, grant Service Credits.
- 2.1.2.4.3. Unavailability of some specific features or functions within a Project in production, while others remain available, will not constitute Service Unavailable status, so long as the affected features or functions are not, in the aggregate, material to the Project or the Services as a whole.
- 2.1.2.5. Service Credits
- 2.1.2.5.1. Customer's sole and exclusive remedy for any Service Unavailability, non-performance, or other failure by Upsun to provide Services is the receipt of a Service Credit.
- 2.1.2.5.2. Service Credits will only be applied against outstanding invoice or future Subscription Fees due and will not entitle Customer to a refund or other payment; except that in the event that Customer is entitled to a Service Credit on termination of the Agreement, Upsun will refund Customer in the amount of the Service Credit within thirty (30) days of a request by the Customer to do so.
- 2.1.2.5.3. Should Upsun fail to provide Monthly Uptime Percentage of at least 97% for three (3) successive calendar months, Customer may terminate this Agreement immediately on notice to Upsun and receive a cash refund in the amount of the current Subscription Term's prepaid Fees proportionate to the unexpired portion of the Term.
- 2.1.2.5.4. To receive a Service Credit, Customer must submit a claim by opening a support ticket prior to the end of the second month after which the incident occurred and must include:

- The words “Service Credit Request” in the subject line;
- The dates and times of each Service Unavailable incident being claimed;
- The affected Service Project ID;
- The request logs that document the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

2.1.2.5.5. If the Monthly Uptime Percentage of such a request is confirmed by Upsun and is less than the Service Level, Upsun will issue the Service Credit within one month following the month in which the request is confirmed. Failure to provide the request and other information as required above will disqualify Service Credit eligibility.

2.2. Support

2.2.1. Support available to all Customers

- 2.2.1.1. Standard support will be provided through an online service desk and on public forums.
- 2.2.1.2. Standard support does not include specific answer time commitment, but Upsun will make commercially reasonable efforts to answer Urgent (P1) tickets within 4 hours (24*7*365).

2.2.2. Advanced or Premium support add-ons

- 2.2.2.1. Advanced or Premium Support add-ons can only be subscribed to by a Flexible Organization. A Fixed Organization can benefit from Premium or Advanced support under the Enterprise or Elite tier.
- 2.2.2.2. Advanced or Premium support is contracted at the Organization level. Minimum subscription term is twelve (12) months. Following the initial 12-month term, the Support add-on will automatically renew on a month-to-month basis.
- 2.2.2.3. Support tickets will be addressed 24/7/365 in order of the priority level and support tier.
- 2.2.2.4. Response times: Support tickets will be addressed according to the response times for the relevant support tier as set forth in the table below:

Priority Level	Ticket response time	
	Subscribed Support: Advanced	Subscribed Support: Premium
Urgent (P1)	1 hour 24x7x365	30 minutes 24x7x365
High (P2)	6 hours Regular Support Hours	3 hours 24x7x365
Normal (P3)	12 hours Regular Support Hours	8 hours 24x7x365

- 2.2.2.5. Regular Support Hours are as follows: from 00:00 UTC to 23:59 UTC Monday to Friday.

2.2.3. Procedures :

- 2.2.3.1. Login. Users will be granted access to the support ticketing and issue management system (“Support Portal”).

2.2.3.2. Initiation of Support Tickets and Ticket Workflows. Tickets are initiated by the Users through the Support Portal and must be submitted separately for each Project and/or issue. They should include:

- 2.2.3.2.1. Description of the issue or request, including identification of Supported Modules;
- 2.2.3.2.2. Description of the desired state or outcome;
- 2.2.3.2.3. Steps necessary to demonstrate or reproduce the issue;
- 2.2.3.2.4. Initial Indication of Priority Level (see descriptions of P1 Urgent, P2 High, P3 Normal in 2.2.4 below)

2.2.3.3. Ticket status. Through the Support Portal, Upsun will provide updates on investigation progress and any change of status. Statuses include:

- 2.2.3.3.1. New. Tickets not yet reviewed.
- 2.2.3.3.2. Open. Analysis in process.
- 2.2.3.3.3. Pending. Tickets that are awaiting feedback or other progress from Customer based on information required, or recommendations made, by Upsun.
- 2.2.3.3.4. Scheduled / On Hold: Events that are requested or scheduled to be executed within the next 72 hours will be marked with this status and will be actioned at the requested time.
- 2.2.3.3.5. Solved. Tickets that have reached a conclusion either through resolution of the issue or determination that no further work is warranted.

2.2.4. **Priority Level**

2.2.4.1. Priority levels are defined as follows:

- 2.2.4.1.1. Priority 1 Urgent (P1) - P1 is a catastrophic production problem that severely impacts the Customer's production systems, or because of which Customer's production systems are down or not functioning, or that results in a loss of production data and no workaround exists. Upsun will make continuous efforts, with appropriate escalation to senior management, to provide a resolution.
 - 2.2.4.1.2. Priority 2 High (P2) - P2 is a problem in which the Customer's system is functioning but in a reduced capacity, or the problem is causing significant impact to portions of business operations and productivity, or the software is exposed to potential loss or interruption of service. Upsun will make continuous efforts to provide a resolution.
 - 2.2.4.1.3. Priority 3 Normal (P3) - P3 is a medium- to low-impact problem that involves partial and/or non-critical loss of functionality, or that impairs some operations but allows the Customer's operations to continue to function. Problems for which there is limited or no loss of functionality or impact to the Customer's operation and for which there is an easy workaround qualify as P3. Upsun will use reasonable efforts to provide a resolution in time for the next minor release of the software.
 - 2.2.4.1.4. Blackfire support tickets will be treated as Priority 3 Normal (P3) tickets.
- 2.2.4.2. Customer acknowledges that response targets for the relevant support tier as per sections 2.2.1 and 2.2.2 above are response targets only and not resolution targets.

Upsun sets no target and makes no guarantee or representation to the Customer regarding resolution times of support tickets.

2.2.5. Included services

2.2.5.1. Support is available for all Customer environments hosted on Upsun (production, staging and development environments) (see exclusions in Section 2.2.5., below). P1 Tickets are only applicable to live, production environments. Support is only available for repeat or systemic issues or errors.

2.2.5.2. Support includes the following:

2.2.5.2.1. Response. Upsun will respond to and make commercially reasonable efforts towards resolving submitted support tickets. Responses will be addressed within the timeframes and allowances corresponding to the Customer's purchased support level.

2.2.5.2.2. Post-Issue Analysis. For Advanced and Premium support services, Upsun will use commercially- reasonable efforts to provide post issue analysis upon request following the conclusion of Upsun specified Priority 1 ("P1") tickets only. Customers must request this within 14 calendar days of the ticket being closed, via an update to the original Priority 1 ticket. Customers will be provided a written summary of no more than 500 words in an attachment to the original ticket. Code samples, when included, are not counted towards such limits. The summary will include, as applicable, an explanation of the circumstances, change, or context that caused the issue, or business practices that resolved the issue, and recommendations for prevention of future instances. Depth of analysis is at the discretion of Upsun. No additional efforts on the issue will be undertaken.

2.2.6. Excluded services

2.2.6.1. Except as expressly agreed in writing by Upsun, the following are excluded from Support:

2.2.6.1.1. Support excluded for Non-Production, Development or Preview environments, or other functionalities. Staging environments, "sandbox" Projects, and other sites related to the development of a production Project are not eligible for P1 Support.

2.2.6.1.2. No support to end-users of Customer's application. Support for end-users of Customer's applications hosted on Upsun will be provided exclusively by Customer.

2.2.6.1.3. Training and Consulting. Support related to the application implementation, standard usage, and project consulting is not provided unless specifically ordered by Customer.

2.2.6.1.4. Hardware, operating system, third-party software, databases, and networks. No support relating to installation, configuration, use, maintenance, or functionality of non-Service hardware, operating systems, third-party software, databases networks, or other enabling technologies is provided.

2.3. Advanced User Management add-on.

- 2.3.1. Advanced User Management add-ons can only be subscribed to by Flexible Organization.
- 2.3.2. Advanced User Management is contracted at the Organization level. Minimum subscription term is thirty (30) days.

3. BYOK Third-Party Model Providers for AI Features in Upsun Cloud and Upsun Dispatch

- 3.1. Bring Your Own Key. AI Features integrate with a Third Party Model Provider connected by Customer through Customer's own account and credentials ("BYOK"). Where Customer uses BYOK: (i) Customer is solely responsible for obtaining, maintaining, and rotating the applicable API key or credentials, and for any use of the Third Party Model Provider made using such key; (ii) all fees charged by the Third Party Model Provider are Customer's sole responsibility and are billed to Customer directly by the Third Party Model Provider; and (iii) Customer's use of the Third Party Model Provider, including the Third Party Model Provider's use of any data submitted to it, is governed solely by the agreement between Customer and the Third Party Model Provider. Upsun disclaims all responsibility for the availability, performance, security, compliance or Output of any Third Party Model Provider.
- 3.2. Token usage information. AI Features integrated with a BYOK Third Party Model Provider consume usage-based tokens billed by the Third Party Model Provider in addition to Upsun's Fees. Upsun may display information about Customer's anticipated token consumption in connection with such AI Features. Such information is provided for informational purposes only, without warranty of any kind, and Customer should not rely on it for billing or budgeting purposes.

4. Upsun Dispatch

4.1. Compliance

- 4.1.1. Dispatch is not designed or intended for use with data subject to the Health Insurance Portability and Accountability Act ("HIPAA") or comparable protected health information regulations, and Customer must not submit any such data to Dispatch.

4.2. Repository Access and Output review

- 4.2.1. Where Customer connects an AI Feature to a Repository, Customer is solely responsible for configuring and maintaining the Repository's access permissions, branch protection rules, and merge policies, including any restrictions necessary to ensure Output is reviewed prior to being merged or deployed. Any commit, pull request, merge, or other action taken by an AI Feature within the scope of access Customer has granted to it is deemed to be an action of Customer.

4.3. Dispatch Free

- 4.3.1. Fees. Dispatch Free is a Freemium Service provided for one (1) Organization without Upsun Fees for first-time Dispatch Customers. Customer remains however solely responsible for any fees charged by a Third Party Model Provider connected through BYOK, in accordance with section 3.1 (Bring Your Own Key).
- 4.3.2. Data Usage. In consideration for making Dispatch available as a Freemium Service on a no Fees basis, Customer agrees that Upsun may use Content, Input, Output, and usage data generated through Customer's use of the Dispatch Freemium Services for model training.

4.4. Dispatch paid feature

- 4.4.1. Prepaid Dispatch resources. Access to Dispatch's paid feature is purchased in advance, at the Organization level, on a prepaid basis covering resources used by Dispatch, as set out in the Upsun Dispatch Price List. Prepayments are shared across all Projects within the applicable Organization, are drawn down against Dispatch resource usage, and remain valid for twelve (12) months from purchase date. Any unused prepaid resource is forfeited after this period and is not eligible for any refund. Where the Customer brings their own key (BYOK) to connect a Third-Party Model Provider in accordance with Section 3 (Bring Your Own Key), Fees for Dispatch resources are charged by Upsun in addition to, and separately from, any fees, including tokens, charged by that Third Party Model Provider.
- 4.4.2. Top-up. Once Customer's prepayment for Dispatch resources is fully consumed, Customer's access to Dispatch will be suspended unless and until Customer purchases additional Dispatch resources ("**Top-Up**"). Customer may enable automatic Top-Up in the Console, in which case Upsun is authorized to automatically charge Customer's payment method on file each time Customer's resource prepayments are exhausted, up to any spending limit Customer has configured. Customer may disable automatic Top-Up, or adjust its configured spending limit, at any time through the Console. Where automatic Top-Up is not enabled, Customer must purchase additional resources manually to resume use of the Dispatch Services.