Annex A: Service Level Agreement (SLA)

Article 1 (Purpose and Scope of Application)

1. This Annex A (hereinafter referred to as the “SLA”) constitutes the Service Level Agreement between Tektome Ltd (hereinafter referred to as the “Company”) and any corporation or organization that applies to use the cloud services provided by the Company (hereinafter referred to as the “User”).
2. This SLA is intended to define the minimum level of service availability, support structure, and compensation conditions with respect to the Company’s cloud services, which primarily operate on Microsoft Azure.
3. This SLA shall apply only to the core functionalities specified in Article 2 of this SLA among the “Services” defined in Annex B, “Tektome Terms of Use.” Matters concerning data protection and privacy shall be governed by Annex B, “Tektome Terms of Use,” and the Company’s Privacy Policy.
4. Unless otherwise defined in this SLA, the terms used herein shall have the meanings ascribed to them in the Tektome Master Service Agreement (hereinafter referred to as the “MSA”) and in Annex B, “Tektome Terms of Use.” In the event of any inconsistency between definitions, interpretation shall be made in accordance with the order of precedence set forth in the MSA.

Article 2 (Covered Services)

This SLA shall apply to the following core functionalities:

- Application navigation
- Display of project and file lists
- Filtering of projects and files based on attributes
- File upload and download
- User login
- Settings page

All functions other than those listed above are excluded from the scope of this SLA.

Article 3（Service Availability）

1. The Company shall use commercially reasonable efforts to maintain a monthly uptime of 97.8% for the core functionalities specified in the preceding Article (excluding the exceptions set forth in Article 6).
2. Uptime shall be measured on a calendar-month basis, 24 hours a day, 365 days a year, using the Company’s internal monitoring systems. “Downtime” is defined as a condition in which the core functionalities are completely inaccessible, excluding scheduled maintenance and the exceptions set forth in Article 6.

Article 4 (Maintenance and Notifications)

1. In principle, the Company shall perform scheduled maintenance outside of regular business hours (9:00 a.m. to 6:00 p.m., Japan Standard Time, JST). In the event that such maintenance may cause downtime, the Company shall notify the Users at least forty-eight (48) hours in advance.
2. However, in cases where urgent maintenance is required due to security vulnerabilities, critical performance risks, or other emergencies, the Company may perform such maintenance without prior notice.

Article 5 (Support and Response Time)

1. The Company's technical support hours shall be from 9:00 a.m. to 6:00 p.m. (Japan Standard Time, JST) on business days (excluding national holidays, summer and year-end/new year holidays, and other holidays designated by the Company).
2. Support Channel: Designated support email address provided by the Company.
3. Support requests shall be acknowledged within 24 hours of receipt and addressed according to the following priority levels:
    a. Critical (Service Outage)
        i. Initial Response: Within 2 business hours
        ii. Resolution Target: Within 8 business hours
    b. High (Major Functional Degradation)
        i. Initial Response: Within 4 business hours
        ii. Resolution Target: Within 1 business day
    c. Normal (Minor Issue / General Inquiry)
        i. Initial Response: Within 1–3 business days
        ii. Resolution Target: Within 5 business days
4. The Company performs daily data backups, allowing restoration of data within the most recent 24-hour period. In the event of an unexpected service interruption, recovery shall be carried out in accordance with the Company's Business Continuity Plan (BCP), with a Recovery Time Objective (RTO) of 24 hours and a Recovery Point Objective (RPO) of 48 hours.

Article 6 (Exclusions)

The following events and circumstances shall be excluded from the calculation of service availability and shall not be eligible for compensation under this SLA:

- Failures or outages of Microsoft Azure;
- Failures of any third-party dependent services;
- Network failures or internet connectivity issues on the User's side;
- Scheduled or emergency maintenance conducted pursuant to Article 4;
- Force majeure events such as natural disasters or regional internet outages;
- Misuse, misconfiguration, or unauthorized modification by the User;

- Errors, inaccuracies, or inappropriate expressions in outputs generated by large language models (LLMs) or other AI models;

- Damages arising from the content, display, or search results of external Regulatory Documents (such as laws, governmental notices, or technical guidelines) obtained or referenced by the User.

Article 7 (Service Credits)

1. Compensation shall be calculated based on metrics derived from the monthly service availability measured over a 24-hour, 365-day period.
2. If the Services fail to meet the specified monthly availability, the Company shall provide service credits (which are distinct from Tektome Credits) corresponding to the amount of downtime relative to the missed availability target.
3. The maximum amount of compensation shall be limited to the total service fees paid by the User for the applicable month, and such service credits shall constitute the sole and exclusive remedy for any failure to meet the availability target.
4. If the User wishes to claim service credits, the User must submit a written or electronic application to the Company by the end of the month following the month in which the availability shortfall occurred, including the following information:
    a. Description of the incident;
    b. Scope of impact;
    c. Date and time of the downtime.
5. If the application is submitted after the above deadline, the Company may decline to honor the compensation claim. However, in cases where there are unavoidable circumstances (such as natural disasters, communication failures, or operational disruptions), the Company may, at its discretion, accept the application.

Article 8 (Third-Party Dependencies)

The Company's Services operate on Microsoft Azure, and any failures, SLA breaches, or performance degradations attributable to Azure shall be deemed beyond the Company's direct control and shall not be subject to compensation under this SLA. The same shall apply to any other third-party dependent services.

Article 9 (Amendment and Notification)

This SLA may be amended from time to time in response to changes in service specifications or underlying infrastructure, by posting on the Company's website or by notification via email.

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