

CLIMALINKS

SERVICE LEVEL AGREEMENT
V1.0.0

between:

ClimaLinks AG

and

Customer

Effective Date: **February 22, 2024**

This Service Level Agreement ("SLA") is between ClimaLinks AG, located at Vulkanstrasse 110a, 8048 Zurich, Switzerland ("the Company"), and its customers ("Customer"). This SLA outlines the service standards and commitments provided by ClimaLinks, as well as the rights and remedies available to Customers for any failure to meet these commitments.

1. Service Availability

- a. **Commitment:** The Company leverages Google servers to provide the ClimaLinks service, aiming to match Google's uptime for a target monthly uptime percentage of 99.9% (except for scheduled maintenance times).
- b. **Maintenance:** Currently, there are no scheduled maintenance times. Customers will be notified in advance should this change.

2. Support and Response

- a. **Support Channels:** The Company offers support through email and scheduled video calls to address user issues.
- b. **Response Times:** All support inquiries are aimed to be addressed within 24 hours. Response times may vary during holidays (public holidays in the City of Zurich, Switzerland) and outside of business hours (08:00 to 17:00 CET). Inquiries made during holidays or outside business hours will be considered made upon start of the next business hour on a workday.

3. Exclusions

- a. **Data Sources:** The uptime commitment does not cover delays or failures caused by data source outages, specifically from ECMWF and NOAA, which are critical to ClimaLinks' service offerings.
- b. **Force Majeure Events:** The Company is not liable for any failure to meet its commitments under this SLA due to events beyond its reasonable control, including, but not limited to, natural disasters, acts of war, strikes, government actions, or pandemics.

4. Legal and Regulatory Compliance

- a. **Governing Law:** This SLA and the provision of the Service shall be governed by the substantive laws of Switzerland, applicable to agreements made and performed therein.
- b. **Amendments:** The Company reserves the right to amend this SLA at its discretion. Customers will be notified of significant changes via email, with at least 30 days' notice before new terms take effect.
- c. **Dispute Resolution:** Disputes regarding SLA compliance will be handled according to the governing law provisions in the Terms of Service.
- d. **Contact for SLA Issues:** For inquiries or issues related to this SLA, please contact support@climalinks.com.

5. Attribution and Data Use

- a. **Data Utilisation:** In providing its service, ClimaLinks acknowledges the invaluable contributions of ECMWF and NOAA. Any use of data from these entities within ClimaLinks is subject to the appropriate attribution as per their stipulations.

6. Modifications and Termination

- a. **Force Majeure Suspension:** In the event of a Force Majeure Event lasting over 60 days, either party may terminate the agreement with written notice. Such termination does not waive liabilities accrued prior to termination.
- b. **Contact Information:** For general inquiries or support-related questions, customers can reach out via contact@climalinks.com and support@climalinks.com, respectively.

This SLA represents the entire agreement between ClimaLinks AG and its customers regarding the service level commitments. By using the Service, customers agree to the terms laid out in this SLA.