

EXHIBIT A

Service Level and Support Agreement

This Exhibit establishes the terms and conditions under which CodeRabbit agrees to provide technical support for the Services during Customer’s subscription term (the “**Term**”).

1. Uptime SLA. Subject to the Uptime Exclusions defined below, CodeRabbit will use commercially reasonable efforts to maintain 99.8% availability of the hosted portion of the Services for each calendar month during the term of this Agreement (the “**Uptime SLA**”). The Services will be deemed “available” so long as Users are able to login to the Services interface and/or code reviews are being executed and posted to the applicable Source Code Management provider.

2. Uptime SLA Exclusions. The Uptime SLA does not apply to, any unavailability, suspension, or degradation of the Services resulting from: (a) scheduled or emergency maintenance reasonably necessary to address security, data integrity, or imminent service risks; (b) force majeure events or other causes outside CodeRabbit's reasonable control, including failures of the public internet, third-party cloud infrastructure, or third-party services integrated at Customer's direction; (c) Customer's or its users' acts or omissions, including but not limited to misuse of the Services, failure to follow documentation, exceeding applicable usage or rate limits, use of unsupported configurations, or any issues caused by Customer's equipment, network, or Customer Data; (d) suspension or termination of Customer's access in accordance with the Agreement, including for non-payment or breach; (e) beta, preview, early access, or evaluation Services or features; and (f) denial-of-service attacks or malicious activity directed at the Services or Customer, to the extent CodeRabbit has used commercially reasonable efforts to mitigate (collectively, “**Uptime Exclusions**”).

3. Service Credits. If the Uptime SLA is not met in any calendar month during the Term, and Customer submits a valid claim in accordance with Section 4., Customer will be eligible to receive a service credit (“**Service Credit**”) calculated as a percentage of the monthly prorated portion of the annual subscription fees set forth in the applicable Order Form (“**Monthly Subscription Fees**”) paid by Customer for the affected Services during such month:

Monthly Uptime Percentage	Service Credit
Less than 99.8% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	50%

4. Claim Process. To receive a Service Credit, Customer must submit a written claim to CodeRabbit at support@coderabbit.ai within thirty (30) days after the end of the calendar month in which the Uptime SLA was not met. The claim must include (a) the dates and approximate times of each downtime event, (b) a description of the affected Services and impact, and (c) any relevant logs, error messages, or other supporting documentation. CodeRabbit will evaluate the claim in good faith and, if validated, apply the Service Credit to Customer's next invoice, or, if no further invoices will be issued, refund the credit amount within sixty (60) days following expiration of Customer’s subscription term.

5. Sole and Exclusive Remedy. Service Credits are Customer’s sole and exclusive remedy, and CodeRabbit’s sole and exclusive liability, for any failure of the Services to meet the Uptime SLA or for any unavailability of the Services. Service Credits are non-transferable, have no cash value except as expressly herein, and may not be redeemed for any other product or service. In no event will the aggregate Service Credits arising out of or relating to any failure to meet the Monthly Uptime Percentage in any calendar month exceed fifty percent (50%) of the Monthly Subscription Fees paid by Customer for the affected Services for such month. Customer will not be eligible for any Service Credit while any undisputed payment obligation owed to CodeRabbit is overdue.

6. Down-time Notifications. CodeRabbit continuously monitors the application and updates its status page with any downtime or performance issues: <https://status.coderabbit.ai/>.

7. Support Contact Information. CodeRabbit will provide technical support to Customer, employing a ticketing system. Customer may contact CodeRabbit for technical support via email and via a web form.

- Email: support@coderabbit.ai
- Web form: <https://www.coderabbit.ai/contact-us/support>

8. Scope of Support. During the Term, CodeRabbit will provide technical support in accordance with the Priority Definitions and Response Policies set forth below. All times are measured from time the initial support contact is made and only accrue during Hours of Availability.

9. Support Terms

(i) “**First Response**” means an acknowledgement via email or other mutually-agreed communication channel, as to the receipt of the problem as reported and a confirmation of the problem severity. CodeRabbit will begin the process of problem determination and resolution at this point and, with respect to Urgent and High Priority requests, will assign sufficient support personnel during Hours of Availability to work towards resolution.

(ii) “**Target Resolution**” means the expected time to provide, as appropriate, one of the following to Client: an existing correction; a new correction; or a viable detour or work around.

10. Support Exceptions. CodeRabbit is not responsible for failure to correct a problem to the extent that CodeRabbit is unable to replicate the problem, or that the problem is caused by a malfunction of computer hardware or software other than the Services or an unauthorized modification, operation or use of the Services by Client, In any of these events, CodeRabbit may advise Client and, upon request, provide assistance as Client may reasonably request with respect to the problem at CodeRabbit's standard hourly rates for professional services.

11. Performance Standards. The parties will consult and cooperate to coordinate support with the activities of Customer’s employees and other representatives. CodeRabbit will perform all support in an efficient, expeditious, and professional manner and will ensure that all persons performing any support are properly qualified and experienced.

12. Priority Definitions

Priority	Definition & Examples
P0 Urgent	<p>Critical incident. An issue reported by the customer where mission-critical production systems or workflows are down and no workaround is available. This Priority includes security incidents.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Code reviews fail to execute. • Unable to sign in to CodeRabbit.
P1 High	<p>Major functionality severely impaired. An issue reported by the customer where mission-critical systems or workflows are impaired. Operations can continue in restricted fashion with a workaround, but long-term productivity is impacted.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Significant drop in code review quality. • Repeated timeouts in CodeRabbit UI.
P2 Medium	<p>Partial loss of functionality. An issue reported by the customer where systems or workflows are partially impaired, but there is no major business impact. This Priority includes account management concerns such as subscription, billing, and payment issues.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Occasional or intermittent code review issues. • Issue tracker integration broken for a small subset of users.
P3 Low	<p>General usage question or feature request. An issue reported by the customer that does not impact operations. This Priority includes configuration assistance, general usage questions, and requests for new product functionality.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Configuration or usage questions. • Ideas for new product functionality.

13. Response Policies

Priority	Pro	Pro+	Enterprise	Enterprise Elite
Hours of Availability	Pacific Time business hours (Monday - Friday, 9am - 5pm)	Pacific Time 24x5	24x7 (Weekend: P0 urgent only)	24x7 (Weekend: P0 urgent only)

Priority	Pro	Pro+	Enterprise	Enterprise Elite
P0 Urgent	<p>First response: 8 hours</p> <p>Target Resolution: 3 days or reduction to Priority High</p> <p>CodeRabbit begins work upon response and commits commercially reasonable resources to remedy the issue.</p>	<p>First response: 4 hours</p> <p>Target Resolution: 2 days or reduction to Priority High</p> <p>CodeRabbit begins work upon response and commits commercially reasonable resources to remedy the issue.</p>	<p>First response: 2 hours</p> <p>Target Resolution: 1 day or reduction to Priority High</p> <p>CodeRabbit begins work upon response and commits commercially reasonable resources to remedy the issue as quickly as possible.</p>	<p>First response: 1 hour</p> <p>Target Resolution: 1 day or reduction to Priority High</p> <p>CodeRabbit begins work upon response and commits commercially reasonable resources to remedy the issue as quickly as possible.</p>
P1 High	<p>First response: 16 hours</p> <p>Target Resolution: 5 days</p> <p>CodeRabbit begins work on the same business day and commits commercially reasonable resources to remedy the issue.</p>	<p>First response: 8 hours</p> <p>Target Resolution: 5 days</p> <p>CodeRabbit begins work on the same business day and commits commercially reasonable resources to remedy the issue.</p>	<p>First response: 4 hours</p> <p>Target Resolution: 3 days</p> <p>CodeRabbit begins work upon response and commits commercially reasonable resources to remedy the issue.</p>	<p>First response: 2 hours</p> <p>Target Resolution: 2 days</p> <p>CodeRabbit begins work upon response and commits commercially reasonable resources to remedy the issue.</p>
P2 Medium	<p>First response: 72 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit begins work by the next business day and deploys a remedy as part of the next product release cycle.</p>	<p>First response: 24 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit begins work by the next business day and deploys a remedy as part of the next product release cycle.</p>	<p>First response: 24 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit begins work by the next business day and deploys a remedy as part of the next product release cycle.</p>	<p>First response: 8 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit begins work by the next business day and deploys a remedy as part of the next product release cycle.</p>
P3 Low	<p>First response: 5 days</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit responds to the request per the appropriate technical support or engineering queue.</p>	<p>First response: 72 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit responds to the request per the appropriate technical support or engineering queue.</p>	<p>First response: 72 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit responds to the request per the appropriate technical support or engineering queue.</p>	<p>First response: 24 hours</p> <p>Target Resolution: normal workflow</p> <p>CodeRabbit responds to the request per the appropriate technical support or engineering queue.</p>