



Zadara™ Storage Service Level Agreement (“SLA”)

As part of the Terms of Service that govern Customer's use of the Services and the receipt of the Services from ZADARA (“Services”), ZADARA will meet the service level agreement set forth below.

1. The Services will be deemed unavailable starting when Customer fails to access Customer Data stored via the Services and ending when access is available, provided that such downtime is not due to any of the exclusions outlined below (“Downtime”).

2. Service Credit Calculation

In the event of Downtime, the duration of such Downtime will be considered Downtime. Service Credits are Customers' sole and exclusive remedy for any Downtime.

A Service Credit is an amount measured in US dollars that ZADARA will apply against Customer’s future payments to ZADARA. Service Credits are not transferable, do not convert to cash refunds or refunds in any other form, and expire one month after having been issued.

Service Credits are issued according to the following schedule:

Monthly Cumulative Downtime (in minutes)	Service Credits (% of monthly fee)	Monthly Cumulative Downtime (in minutes)	Service Credits (% of monthly fee)
0 – 60	5%	601 – 660	55%
61 – 120	10%	661 – 720	60%
121 – 180	15%	721 – 780	65%
181 – 240	20%	781 – 840	70%
241 – 300	25%	841 – 900	75%
301 – 360	30%	901 – 960	80%
361 – 420	35%	961 – 1020	85%
421 – 480	40%	1021 – 1080	90%
481 – 540	45%	1081 – 1140	95%
541 – 600	50%	1141 and above	100%

3. Requesting Service Credits

To be eligible for Service Credits, affected Customers must submit a request for Service Credits through the Customer support page of the ZADARA website (<http://www.zadarastorage.com>) within fifteen (15) days of the Downtime. This request must include the dates, times, and duration of the Downtime. Once ZADARA confirms the Downtime and approves the claim, the corresponding Service Credits will be applied automatically to the invoice issued for usage in the month following the applicable Downtime. Failure to request Service Credits or provide the required documentation supporting the requests will make Customer ineligible for Service Credits for that month.

A Customer must be current on all invoices to be eligible for the Service Credits referenced in this SLA. No Service Credits will be extended to a Customer who is delinquent in its payment of outstanding invoices.

4. SLA Exclusions

This SLA only applies to unplanned Downtime of the Services in standard operating conditions. Exclusions include but are not limited to the following:

- Unavailability of the Services during scheduled maintenance window, emergency maintenance or any other agreed-to scheduled downtime activity;
- Downtime caused by failures of third party systems or services that are not under ZADARA's control;
- Downtime that resulted from modifications to or changes of the operating system, database, application code or other code, not provided by ZADARA;
- Any availability or outage impact related to client-side security breaches or compromised service credentials;
- Downtime associated with improper use of the Services (credentials, call sequence, method formats, etc.);
- Any downtime that resulted from act or omission of a Customer, its end users, anybody on their behalf or any other third party, not under the control or responsibility of ZADARA, including but not limited to a Customer's failure to provide Remote Hands or adhere to ZADARA's instructions related to the operation of the Service;
- Any external factor affecting Customers from making use of Services;
- Unavailability of access to volumes encrypted by the Services, due to failure of Customer to provide the encryption password, or failure to enter the encryption password in a timely manner, or loss of the encryption password by Customer;
- Suspension or termination of Services as described in the Terms of Service; or
- Any service outage due to Force Majeure as described in the Terms of Service.