

Zadara Service Level Agreement

This Service Level Agreement (“**SLA**”) governs the use of the Services by the Customer. As part of the Terms of Service that govern the Customer's use of the Services and the receipt of the Services from Zadara (“**Services**”), Zadara will meet the terms set forth below.

1. Service Commitment.

Zadara will use commercially reasonable efforts to make the Services available with a monthly uptime percentage of at least 99.99%, in each case during any monthly billing cycle (the “**Service Commitment**”). In the event that the Services do not meet the Service Commitment, the customer will be eligible to receive a Service Credit as described below.

2. Downtime Period.

Downtime Period is a period of one or more consecutive minutes of loss of external connectivity or persistent disk access (“**Downtime**”). Partial minutes or intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods. The Downtime Period will commence when the Customer is unable to access Customer data stored via the Services and will end when access becomes available, provided that such Downtime is not due to any of the exclusions outlined below.

3. Service Credit Calculation

A Service Credit is an amount measured in US dollars or other applicable currency that Zadara will apply against a 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 after one month of having been issued. Service Credits are the sole and exclusive remedy available to the customer for any Downtime Period.

Service Credits are issued according to the following schedule:

Monthly Cumulative Downtime (listed in minutes)	Service Credits (% of monthly fee)
10 – 60	5%
61 – 120	10%
121 – 180	15%
181 – 240	20%
241 – 300	25%
301 – 360	30%
361 – 420	35%
421 – 480	40%
481 – 540	45%
541 – 600	50%
601 – 660	55%
661 – 720	60%
721 – 780	65%
781 – 840	70%
841 – 900	75%
901 – 960	80%
961 – 1020	85%
1021- 1080	90%
1081- 1140	95%
1141- 1200 (or above)	100%

4. Requesting Service Credits

To be eligible for Service Credits, an affected customer must notify Zadara via the Customer Support page of the Zadara website (www.zadarastorage.com) within fifteen (15) days of the Downtime Period. 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 in the month following the applicable Downtime. Failure to request Service Credits or provide the required documentation supporting the requests will make the Customer ineligible for Service Credits for that month.

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

5. 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 windows, emergency maintenance or any other agreed-to scheduled Downtime activity.
- Downtime caused by failures of third party systems or services that are outside of Zadara's control.
- Downtime that resulted from modifications or changes of the operating system, database, application code or other Customer 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 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 Customer 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 the Customer to provide the encryption password, or failure to enter the encryption password in a timely manner, or loss of the encryption password by the Customer.
- Suspension or termination of services as described in the Terms of Service.
- Any Service outage due to Force Majeure as described in the Terms of Service.
- Any Downtime caused as a result of the Customer's equipment, software or other technology.
- Any Downtime caused as a result of abuses or other behaviors that violate this SLA.

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