

ZADARA SERVICE LEVEL AGREEMENT

Service Description: zCOMPUTE

This Zadara Compute Service Level Agreement (“SLA”) governs Customer’s use of Zadara’s compute services (“zCompute”) during the term of the Subscription Period defined in the Zadara Terms of Service governing the use of the zCompute (“Agreement”).

Capitalized terms used herein shall have the meaning specified in the Agreement. Zadara Inc reserves the right to change the terms of this SLA in accordance with the Agreement.

1. Service Commitment

Zadara will use commercially reasonable efforts to make the zCompute available with a monthly uptime percentage of at least 99.5%, in each case during any monthly billing cycle (the “Service Commitment”).

2. Unavailability

Unavailability period is a period of one or more consecutive minutes of loss of external connectivity to a Virtual Machine, measured separately for each Virtual Machine instance associated with the customer’s account (“Unavailability” and “VM” respectively). Partial minutes or intermittent Unavailability for a period of less than one minute will not be counted towards any Unavailability period. The Unavailability period will commence when the Customer is unable to access the VM and will end when access becomes available, provided that such Unavailability is not due to any of the SLA 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, calculated based on the recurring or metered subscription amount of the affected VM (net of any discounts) for the billing month in which the Unavailability event occurred (“Service Credit”). 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 Unavailability occurring during the Agreement term or for any other claim in connection with this SLA.

In the event that the Services do not meet the Service Commitment, the Customer will be eligible to receive a Service Credit according to the following schedule:

Monthly Cumulative Unavailability (listed in minutes)	Service Credits (% of the monthly fee of the affected VM)
210 – 420	10%
421 – 840	30%
841 – 1,440	60%
1,441 (or above)	100%

4. Requesting Service Credits

To be eligible for Service Credits, an affected Customer must request the credit via the Customer Support page located at support.zadara.com within fifteen (15) days of the Unavailability. This request must include the dates, times, and duration of the Unavailability. Once Zadara confirms the Unavailability and approves the claim, the corresponding Service Credits will be applied automatically to the invoice issued in the month following the applicable Unavailability. Failure to request Service Credits or provide the required documentation supporting the requests will make the Customer ineligible for Service Credits.

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.

Zadara's monitoring tools and records will be the sole source of information used to track and validate Unavailability.

5. SLA Exclusions

This SLA only applies to unplanned Unavailability 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 Unavailability activity.
- Unavailability caused by failures of third party systems or services that are outside of Zadara's control.
- Unavailability 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 customer-side security breaches or compromised service credentials.
- Unavailability associated with improper use of the Services (credentials, call sequence, method formats, etc.).
- Any Unavailability that resulted from act or omission of Customer, its authorized 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 zCompute.
- Any external factor affecting Customers from making use of zCompute.
- Suspension or termination of the Services as described in the Agreement.
- Any Service outage due to force majeure events or any other events that are not within Zadara's control or that could not have been avoided with commercially reasonable care.
- Bugs in code or services for which there is no commercially known fix.
- Any Unavailability caused as a result of the Customer's equipment, software or other technology.
- Any Unavailability caused as a result of abuses or other behaviors that violate this SLA.

Service Description: zSTORAGE

This Service Level Agreement (“SLA”) governs Customer’s use of Zadara’s storage services (“zSTORAGE”) during the term of the Zadara Terms of Service (“Agreement”). Capitalized terms used herein shall have the meaning specified in the Agreement. Zadara reserves the right to change the terms of this SLA in accordance with the Agreement. Download a copy of this SLA document.

1. Service Commitment

Zadara will use commercially reasonable efforts to make zSTORAGE services available with a monthly uptime percentage of at least 99.999%, in each case during any monthly billing cycle (the “Service Commitment”).

2. Unavailability.

Unavailability period is a period of one or more consecutive minutes of loss of external connectivity to Customer Data, measured separately for each Virtual Private Storage Array associated with Customer’s account (“Unavailability” and “VPSA” respectively). Partial minutes or intermittent Unavailability for a period of less than one minute will not be counted towards any Unavailability period. The Unavailability 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 Unavailability is not due to any of the SLA 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, calculated based on the recurring or metered subscription amount of the affected VPSA (net of any discounts) for the billing month in which the Unavailability event occurred (“Service Credit”). If the invoice does not include separate billing for each VPSA, Zadara shall calculate the credit based on the ratio between the capacity of the data stored through the affected VPSA and the total capacity invoiced. 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 Unavailability occurring during the Agreement term or for any other claim in connection with this SLA. In the event that the Services do not meet the Service Commitment, the Customer will be eligible to receive a Service Credit according to the following schedule:

Monthly Cumulative Unavailability (listed in minutes)	Service Credits (% of the monthly fee of the affected VPSA)
1 – 120	5%
121 – 420	25%
421 – 840	50%
841 – 1440	75%
1441 (or above)	100%

4. Requesting Service Credits

To be eligible for Service Credits, an affected Customer must request the credit via the Customer Support page located at support.zadara.com within fifteen (15) days of the Unavailability. This request must include the dates, times, and duration of the Unavailability. Once Zadara confirms the Unavailability and approves the claim, the corresponding Service Credits will be applied automatically to the invoice issued in the month following the applicable Unavailability. Failure to request Service Credits or provide the required documentation supporting the requests will make the Customer ineligible for Service Credits. 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. Zadara's monitoring tools and records will be the sole source of information used to track and validate Unavailability.

5. SLA Exclusions

This SLA only applies to unplanned Unavailability of zSTORAGE services in standard operating conditions. Exclusions include, but are not limited to, the following:

- Unavailability of zSTORAGE during scheduled maintenance windows, emergency maintenance or any other agreed-to scheduled Unavailability activity.
- Unavailability caused by failures of third party systems or services that are outside of Zadara's control.
- Unavailability 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 customer-side security breaches or compromised service credentials.
- Unavailability associated with improper use of the zSTORAGE services (credentials, call sequence, method formats, etc.).
- Any Unavailability that resulted from act or omission of Customer, its authorized 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 zSTORAGE services.
- Any external factor affecting Customers from making use of zSTORAGE services.
- Unavailability of access to volumes encrypted by zSTORAGE 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 zSTORAGE services as described in the Terms of Service.
- Any outage of zSTORAGE services due to force majeure events or any other events that are not within Zadara's control or that could not have been avoided with commercially reasonable care.
- Bugs in code or services for which there is no commercially known fix.
- Any Unavailability caused as a result of the Customer's equipment, software or other technology.
- Any Unavailability caused as a result of abuses or other behaviors that violate this SLA.

Last Updated October 25, 2021

