

InfiniGuard InfiniSafe Data Recovery Guarantee

As a constituent part of the InfiniSafe® feature of the Infinidat® InfiniGuard® product(s) (the “**Product**”), Infinidat Ltd. and its affiliates (collectively, “**Infinidat**”) commit to a data recovery guarantee (the “**Data Recovery Guarantee**”) in accordance with the terms and conditions herein.

All capitalized terms not defined herein shall have the same meaning ascribed to them under Infinidat’s General Terms and Conditions (the “**General Terms**”), available at: <https://www.infinidat.com/en/sites/default/files/resource-pdfs/INFINIDAT-Customer-Product-Online-TCs.pdf>.

The Data Recovery Guarantee shall be available to End User if agreed to in writing between the Parties in an Infinidat-approved Quotation while the Product is covered under a valid, paid-up, uninterrupted Support Services agreement. The purpose of the Data Recovery Guarantee is to offer the remedy described herein to End User in the event of a Data Recovery Occurrence resulting from a ransomware attack in which End User’s data is accessed and made unavailable to End User by an unauthorized party. A “**Data Recovery Occurrence**” means any failure to recover data on a Product operating in a production environment that is stored as a properly configured immutable snapshot. Under the Data Recovery Guarantee, Infinidat shall ensure that data stored within properly configured immutable snapshots will remain unmodified and accessible to End User within twenty (20) minutes in the event of a ransomware attack throughout the period of immutability defined by End User.

End User shall notify Infinidat in writing immediately and in any event no later than four (4) hours following the occurrence of a Data Recovery Occurrence. Within fourteen (14) days of a verified Data Recovery Occurrence, End User may request in writing, and Infinidat shall provide, whether directly or through a Reseller or Distributor, credit for one (1) year of Support Services free of charge, or, for FLX model Product purchases, credit for a one hundred percent (100%) discount on the next month’s Committed Capacity charges. Upon Infinidat’s verification of the Data Recovery Occurrence, Infinidat shall apply the full amount of such credit toward the fees for an extension of Support Services, or toward the discount on the Committed Capacity charges, as applicable. The credit described herein is the sole and exclusive remedy available to End User in the event of a Data Recovery Occurrence under the Data Recovery Guarantee.

The following conditions are a prerequisite to any Data Recovery Occurrence claim under the Data Recovery Guarantee:

- Prior to the Data Recovery Occurrence, End User must have the data which is the subject of a Data Recovery Occurrence backed up as a properly configured immutable snapshot in accordance with Infinidat’s Documentation, as evidenced by relevant Product timestamps. In addition, End User must have completed a successful system health check within the one (1) month period prior to the Data Recovery Occurrence.
- The Product must at all times be configured according to Infinidat best practices and Documentation, including running the most current version of Infinidat’s software with the Call Home and InfiniMetrics® features activated.

- In the event of a Data Recovery Occurrence, End User must cooperate with Infinidat's instructions and provide reasonable access to the Product to enable verification of the Data Recovery Occurrence and remediation measures.
- End User must not be in violation of any agreed-to terms, including payment terms, with respect to the Product.

In the event of a Data Recovery Occurrence, Infinidat shall be responsible for restoring the immutable snapshot as described herein, however End User shall remain responsible for restoring the underlying data stored as an immutable snapshot once it has been made available to End User by Infinidat. Infinidat makes no guarantee with respect to the availability, integrity, or security of End User's underlying data which has been stored as an immutable snapshot. End User shall remain responsible for maintaining its Product login credentials or encryption keys to the Product, even if the loss of such items occurs as part of the Data Recovery Occurrence. In addition, Infinidat shall not be responsible for providing the remedy described herein if any failure to recover data stored as an immutable snapshot is caused by End User's systems issues not related to the Product.

The Data Recovery Guarantee shall not apply in the event the Product has been subjected to: (i) accident, neglect or misuse; (ii) failure of or defect in electrical power, external electrical circuitry, air-conditioning or humidity control; (iii) the use of software or equipment not provided by Infinidat; (iv) electrical static discharges; (v) unusual operational or environmental stress; or (vi) modification, adjustment, repair, service, relocation or installation by any party other than Infinidat or persons authorized and certified by Infinidat.

End User shall not be eligible to receive the remedy listed above if the Data Recovery Occurrence is caused by: (i) any third party activities; (ii) End User's operating environment or facilities; (iii) any utilization of beta or non-generally available functions; (iv) any non-Infinidat hardware or software; (v) any channel path error where channel path redundancy is absent; (vi) scheduled maintenance or change windows; (vii) any Force Majeure event; or (viii) End User's failure to follow any instructions or Documentation provided concerning the operation of the Product.

The terms herein constitute the entire agreement between Infinidat and End User and supersede all other agreements and understandings, both written and oral, between Infinidat and Purchaser with respect to the subject matter hereof.

The Data Recovery Guarantee is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, and does not take the place of insurance obtained or obtainable by the End User. Any fees paid by End User in connection with the Product are solely for the use of such Product and are not to be construed as an insurance premium.