

**INFINIDAT® Neutrix Cloud™**  
**Support and Availability Service Level Agreement**

This Support Service Level Agreement (“**Support SLA**”) and Availability Service Level Agreement (“**Availability SLA**”) (collectively, this “**SLA**”) applies to Neutrix Cloud Services only. This SLA sets forth the terms and conditions of support and availability of the Services along with remedies for Infinidat’s failure to meet its SLA commitments. The remedies set forth are your sole and exclusive remedy for Infinidat’s failure to meet its commitments under this SLA.

**1. Definitions.**

“**Control Plane**” means administrative functionality of the Services, including mechanisms and APIs to provision and modify storage, network connections, billing reporting, user management, and other functions that are not related to active data flow for existing storage provided by the Services.

“**Covered Exclusion(s)**” means those items set out in Section 8 Exclusions.

“**Credit**” means the dollar amount you are entitled to for a Credit Worthy Event for the affected Services based on the percentage set forth in this SLA that will be applied as a credit for the relevant services on your next periodic invoice.

“**Credit Worthy Event**” means a confirmed failure by Infinidat and due to circumstances within Infinidat’s control to achieve the Support SLA or Availability SLA, and unless the failure is the result of a Covered Exclusion.

“**Data Plane**” means volumes, file systems, or other mechanisms involved with storing or accessing existing data stored within the Services.

“**Priority A Error**” means an issue that renders the Data Plane of the Services fully inoperative and inaccessible to you.

“**Priority B Error**” means an issue that substantially degrades the capabilities of the Data Plane of the Services, or materially restricts your use of the Services.

“**Priority C Error**” means an issue that causes only a minor impact on the capabilities of the Services and your use thereof, including all issues related to the Control Plane of the Services.

“**Response Time for Acknowledgement**” means the target time it will take to receive a communication from Infinidat via e-mail or telephone confirming that it has received notification of any covered category of error as defined hereunder. It does not mean the time for resolution of the incident.

“**Support Hours**” means the hours in which Support Services are available, as specified in the Response Times and Issue Resolution Procedures table directly below.

“**Support Services**” means remote troubleshooting assistance (via phone or Internet) for support issues according to the targets and exclusions in this document. When available and with your consent, Infinidat’s authorized customer support personnel may connect directly to your operational environment to expedite and enhance the troubleshooting process.

“**Service Maintenance**” means any activities to be performed by Infinidat during scheduled maintenance periods, or when an emergency maintenance issue, or other critical issue, arises that requires immediate attention as determined in Infinidat’s sole discretion.

**2. Response Times and Issue Resolution Procedures.**

Infinidat shall provide Support Services in accordance with the table below:

	Priority A Error	Priority B Error	Priority C Error
<b>Support Hours</b>	24X7X365		
<b>Response Time for Acknowledgement</b>	1 hour	4 hours	Next business day
<b>Issue Resolution Procedure</b>	<p>Assign senior engineer to troubleshoot the issue.</p> <p>Notify senior management that such performance issue(s) has been reported and that steps are being taken to correct the performance issue.</p> <p>Provide periodic status reports.</p> <p>Exercise all commercially reasonable efforts on an urgent first priority basis to provide a performance issue resolution or appropriate workaround.</p>	Employ commercially reasonable efforts to provide an issue resolution or appropriate workaround.	Employ commercially reasonable efforts to provide an issue resolution or workaround.

You must designate one or more support contacts that are authorized to submit Services issues to Infinidat for resolution hereunder.

Infinidat may fully and freely assign and/or delegate these Support Services to any qualified third-party service providers.

### 3. Remedies for a Failure to Meet Response Times.

Infinidat's goal is to provide you with enterprise-grade Services support on a twenty-four hour per day, seven days per week basis. You understand that this is an objective and represents a commercially reasonable efforts approach. If Infinidat, due to circumstances within its control, fails to meet its Support SLA objectives in any given month, you will be entitled to the following credits:

<b>Credit</b>			
<b>Credit Worthy Event</b>	First Instance	Second Instance	Third Instance
<b>Priority A Error</b>	10%	20%	30%
<b>Priority B Error</b>	5%	10%	20%
<b>Priority C Error</b>	2%	5%	10%

**The forgoing Credits are your sole and exclusive remedy for our failure to achieve its Support SLA objective. It is further confirmed that Infinidat has no liability arising under this SLA for any failures arising from a Covered Exclusion.**

**4. Authority to Grant Access.** You represent and warrant that you have obtained permission for Infinidat and Infinidat’s authorized third party providers to access and use any relevant Customer systems and networks for the purpose of providing these Support Services. If you do not already have that permission, it is your sole responsibility to obtain it, at your expense, before you seek performance of these Support Services.

**5. Availability Objective.**

Infinidat’s Services availability objective is 99.999%.

**6. Remedies for a Failure to Meet Availability Objective.**

In the event that Infinidat, due to circumstances within its sole control, does not achieve the referenced availability objective, Infinidat may allocate Credits, as calculated as follows, and counting the Services availability on a daily basis each month:

Availability	Credit
Less than 99.999%	2%
Less than or equal to 99.99%	5%
Less than or equal to 95%	10%

**The forgoing Credits are your sole and exclusive remedy for Infinidat’s failure to achieve its availability objective. We have no liability whatever for any unavailability arising from a Covered Exclusion.**

**7. Reporting and Receiving Credits.**

All Credit requests must be made via written notice to Infinidat support, with a copy to cloudstorage@infinidat.com, within fifteen (15) days of the Credit Worthy Event. The notice must include Customer name and a description of the Credit Worthy Event. All Credits will be issued as a credit to the next invoice following receipt by Infinidat of the written notice of the Credit Worthy Event. To clarify, in order to receive any Credit, you must:

- i) be current on all outstanding amounts due and owing;
- ii) not be in any breach of your [Customer Agreement](#), including this SLA and the [Acceptable Use Policy](#);
- iii) have sent a timely notice as required;
- iv) have a future invoice and continue as a Customer; and
- v) if requested, be able to evidence the Credit Worthy Event.

Credits may not exceed any monthly fees for the affected Services in the applicable month of a request being made further Credits will only be allocated for and shall only apply to the affected portion of your Services and

are not a percentage of the total monthly fees due and owing. Credits do not accrue, i.e., cannot be aggregated or carried over to any subsequent invoice period.

## **8. Covered Exclusions.**

By way of clarification but not limitation, Infinidat shall have no responsibility to pay Credits hereunder for a failure to meet its Support SLA or Availability SLA as a result, in whole or in part, of the following:

- a. Infinidat or Customer third-party software, hardware, or services (including networking services) that are not included in the Services or in respect of which no consideration is received.
- b. Customer or any third party caused downtime.
- c. A secondary contemporaneous Credit Worthy Event.
- d. Scheduled maintenance.
- e. Networking, data transport, communications, or Internet failures outside of Infinidat's control.
- f. Pre-release, beta, or similar versions of the Services that may be available to you.
- g. Damage to the hardware or software associated with delivering the Services caused by your or a third party's negligence, abuse, or use other than as specified in Infinidat documentation.
- h. Force Majeure Events.
- i. Any other factors beyond the control of Infinidat.
- j. Your use of the Services that is a violation of our Acceptable Use Policy.
- k. Any action or service impacting event that is not part of the Services.

**FOR THE AVOIDANCE OF DOUBT, ANY SERVICE AVAILABILITY SLA OR SUPPORT SLA FAILURES RESULTING FROM A COVERED EXCLUSION ARE NOT ENTITLED TO CREDITS. FURTHER, THESE ARE ANTICIPATED EVENTS AND INFINIDAT DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM SUCH EVENTS AND CUSTOMER ACCEPTS AND ASSUMES ALL SUCH RISKS AND THE LACK OF REMEDY RELATED THERETO. CREDITS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. YOU AGREE THAT, AS WITH THE REMAINDER OF THE CUSTOMER AGREEMENT, THIS SLA MAY BE UPDATED FROM TIME-TO-TIME IN ACCORDANCE WITH YOUR CUSTOMER AGREEMENT TERMS AND CONDITIONS.**