

## Parablu Service Level Agreement

This Service Level Agreement ("SLA") is between Parablu, Inc. ("Parablu") and users of our services ("Customer"). It governs access to, and use of, the Parablu cloud storage and the backup services (collectively, "Covered Services"). This agreement applies to all Parablu customers who have purchased a Parablu support plan.

### The following definitions apply to this SLA:

- **"User Account"** is an individual user of the of one or more Covered Services paid for by Customer. Each User Account has a unique email address.
- **"User Downtime"** means a User Account is not able to access a Covered Service to log in, upload data, select files, or download completed data restores/snapshots unless excluded by the SLA Exclusions below.
- **"User Downtime Period"** means a period of one or more consecutive hours of User Downtime. Partial or intermittent hours of User Downtime will not be counted.
- **"Monthly User Downtime"** is the total all User Downtime Periods in a given month.
- **"Monthly User Uptime Percentage"** is computed as the total number of hours in a given month, minus the Monthly User Downtime for that month, divided by the total number of hours in that month.
- **"Permitted Downtime"** means the Service is unavailable for customer use during a prescheduled period which has been announced at least 24 hours in advance. Unless otherwise communicated, scheduled downtime shall not be more than 2 hours per week, for major system configuration changes, upgrades, or normal maintenance.
- **"Sequential Days Without Service"** means the number of sequential calendar days where our service has been unable for your organization's systems to access.
- **"Service"** means the Parablu backup and recovery service provided by Parablu to Customer under the Agreement.
- **"Service Credit"** means either Access Related Service Credit or Performance Related Service Credit.
- **"Performance Related Service Credit"** means the following:

<b>Sequential Days Without Service</b>	<b>Days of Service added to the end of the Service term at no charge to Subscriber</b>
1	3
2	7
5	15

- **"Access Related Service Credit"** means the following:

<b>Monthly Uptime Percentage</b>	<b>Days of Service added to the end of the Service term at no charge to Subscriber</b>
< 99.0% - >= 95.0%	3
< 95.0% - >= 90.0%	7
< 90.0%	15

### **Customer Request Service Credit**

In order to receive any of the Service Credits described above, Customer must notify Parablu within ten (10) days from the time Customer becomes eligible to receive a Service Credit. Customer can request credit by opening a support ticket at <https://support.parablu.com>.

Any Customer request for a credit under this Agreement may only be made on a calendar month basis and must be submitted within ten (10) days after the end of the relevant calendar month or shall be deemed to have been waived by Customer. For those periods at the end of a Term that do not coincide with the end of a calendar month, Customer must make a claim for a credit within ten (10) days after the expiration of the Term or the claim for credit shall be deemed to have been waived by Customer. The right to a credit under this SLA and this Agreement shall be the sole and exclusive remedy available to Customer in the event of unavailability of the Service and, under no circumstance, shall the unavailability of the Service be deemed a breach by Parablu of its obligations under this Agreement.

### **Maximum Service Credit**

The aggregate maximum number of Service Credits to be issued by Parablu to Subscriber in a single calendar month shall not exceed fifteen days of Service.

### **Update Notification**

Parablu reserves the right to alter this Service Level Agreement without advance notice. Enforcement of the new agreement will begin 30 days after the change. Changes with a significant impact will be communicated to paid Subscribers to the email address we have on file.

### **Parablu SLA Exclusions**

The Parablu SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any performance issues caused by force majeure such as (but not limited to): (i) are related to acts of nature, forces or causes beyond our reasonable control, strikes, labor disputes, riots, pandemics, insurrections, civil disturbances, explosions, acts of god, war, governmental actions, or orders of domestic or foreign courts or tribunals; (ii) result from lack of

availability of third-party APIs, (iii) result from a deficiency in the Customer's network or public infrastructure, (iv) resulting from Customer combining or merging the Service with any hardware or software not supplied by Parablu or not identified by Parablu in writing as compatible with the Cloud Services; (iii) interruptions or delays in providing the Service resulting from telecommunications or Internet service provider failures; or (iv) any interruption or unavailability resulting from Customer's use of the Service in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Service.