



SLA
EFFECTIVE PRIOR TO MAY 4, 2020

This SLA applies to paying customers that have entered into a written or electronic subscription services agreement with OwnBackup.

OwnBackup guarantees to:

- Perform daily backup of your Cloud Data.*
- Make the backed-up Cloud Data available to you at least 99.9% of the time in any calendar month.

*Subject to data volumes and backup run time. OwnBackup will use reasonable commercial efforts to optimize backup run time to deliver 1 backup per 24-hour period. Due data size and complexity some data sets may be impossible to backup on a daily basis.

If OwnBackup does not meet this guarantee, subscribers will be eligible for Service Credits as described below. Service Credits are the sole and exclusive remedy for any failure by OwnBackup to meet the SLA.

SLA Exclusions:

OwnBackup's SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any Downtime resulting from the following:

- Forces or causes beyond our reasonable control, strikes, labor disputes, riots, insurrections, civil disturbances, explosions, acts of god, acts of nature, war, governmental actions, or orders of domestic or foreign courts or tribunals
- Hosting provider failure
- Availability of third-party APIs, credentials or permission errors
- Subscriber's equipment
- OwnBackup Maintenance window

Service Credits:

For each day OwnBackup fails to backup your Cloud Data, you will be eligible for a credit of three days extension on your OwnBackup subscription at no extra charge.

Failure to make the data available to you at least 99.9% of the time, in any calendar month, will grant you credit according to this table:

Monthly uptime percentage	Monthly Downtime (minutes)	OwnBackup subscription extension at no extra charge
>= 99.9% uptime	<= 44	Meeting SLA, no credit.
99.5%-99.9% uptime	44-216	7 days
99.0%-99.5% uptime	216-432	14 days
< 99.0% uptime	> 432	28 days

If any of the above applies, you may notify us via email to support@ownbackup.com and we will provide you with the appropriate credit. In order to receive the Service Credit, the customer must notify OwnBackup no longer than 45 days after the time of failure. The aggregate maximum number of Service Credits to be issued to an OwnBackup customer in a single calendar month shall not exceed 45 days of service.

Definitions:

- **Maintenance Window:** refers to service unavailability due to OwnBackup service maintenance. Unless pre-scheduled and announced, scheduled downtime shall not be more than 4 hours per month, for major system configuration changes, upgrades or normal maintenance.
- **Cloud Data:** refers to data (e.g. table data, file attachments, etc) that exist on a third-party service provider site (e.g. Salesforce.com) that you designated (by adding a backup service with OwnBackup) and are available through externally facing APIs provided by that third-party provider.
- **Downtime:** refers to the unavailability of the service, exclusive of the Maintenance Window.
- **Monthly uptime percentage:** refers to the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.