



Service Level Addendum
EFFECTIVE PRIOR TO JULY 20, 2021

This Service Level Addendum (SLA) is incorporated into and governed by the attached Subscription Services Agreement.

SLA Commitment

Subject to the conditions in this SLA, OwnBackup shall:

- Perform daily backups of the Cloud Data, and
- Make the backed-up Cloud Data available to Customer at least 99.9% of the time in any calendar month.

If OwnBackup does not meet the above commitments, Customer will be eligible to receive service credits as described below, which will be the sole and exclusive remedy for any failure by OwnBackup to meet its commitments under this SLA.

Service Credits

For each day OwnBackup fails to back up Customer’s Cloud Data, Customer will be eligible to receive a service credit in the form of a three-day extension of its subscription for the applicable OwnBackup product at no additional charge.

If OwnBackup fails to make the Cloud Data available to Customer at least 99.9% of the time in any calendar month, Customer will be eligible to receive a service credit in the form of an extension of its subscription for the applicable OwnBackup product at no additional charge, as specified below.

Monthly uptime percentage	Monthly Unpermitted Downtime (minutes)	Subscription Extension
≥ 99.5% < 99.9% uptime	44-216	7 days
≥ 99.0% < 99.5% uptime	216-432	14 days
< 99.0% uptime	> 432	28 days

To receive a service credit, Customer must notify OwnBackup at support@ownbackup.com within 30 days after the end of the month in which OwnBackup’s applicable failure to meet the SLA occurred. In the event a claim is disputed, OwnBackup will provide Customer with a report documenting applicable service levels. The aggregate maximum amount of service credits to be issued to Customer for a calendar month will not exceed 45 days’ extension of Customer’s subscription for the applicable OwnBackup product.

For any partial calendar month during which Customer subscribes to the Service, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

Definitions

Cloud Data means data (e.g. table data, file attachments) stored at a third-party service provider (e.g. Salesforce) that Customer has designated by adding it to an OwnBackup backup service, and that is available through one or more externally-facing APIs provided by that third-party service provider.

Maintenance Window means Service unavailability due to maintenance of which OwnBackup notifies Customer at least 48 hours in advance via the OwnBackup website (currently

<https://status.ownbackup.com/>) or via email. OwnBackup will use commercially reasonable efforts to schedule maintenance during weekend hours and to limit maintenance to four hours per month.

Unpermitted Downtime means any unavailability of the Service except:

- during a Maintenance Window, or
- due to causes beyond OwnBackup's reasonable control, such as, for example, labor disputes; riots; civil disturbances; acts of God; acts of war or terror; government actions; orders of courts or tribunals; third-party API credential or permission errors or unavailability; Customer equipment; or computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems, malicious code, hacking, or denial of service attacks.

Monthly uptime percentage means the difference of the total number of minutes in a calendar month minus the number of minutes of Unpermitted Downtime in the calendar month, divided by the total number of minutes in the calendar month.

Large/Complex Data Sets

OwnBackup's obligation to perform daily backups will not apply in or after any calendar month in which OwnBackup informs Customer that it cannot perform daily backups due to the size and/or complexity of Customer's data set. In such event, OwnBackup will work with Customer to deliver backups as frequently and efficiently as reasonably possible, including by using commercially reasonable efforts to optimize backup run time to deliver one backup per 24-hour period.

Exclusions

This SLA does not apply to Sandboxes or other Customer non-production environments, or to Services designated in writing as beta, pilot, limited release, development or test bed environments, or by descriptions of similar import, or to any OwnBackup products or services that expressly exclude this SLA as specified in the documentation for such products or services. OwnBackup will have no obligations under this SLA during any period in which Customer is in breach of the Subscription Services Agreement, including Customer's payment obligations thereunder.