

Service Level Addendum (SLA)

EFFECTIVE PRIOR TO APRIL 12, 2022

This Service Level Addendum (**SLA**) is incorporated into and governed by the [Subscription Services Agreement](#) (the Agreement). Capitalized terms not defined in this SLA have the meanings given to them in the Agreement.

1. Availability Commitment. OwnBackup shall make the Customer Data available in the SaaS Services for at least 99.9% of each calendar month, subject to this SLA.

2. Backup Frequency Commitment.

a. General Backup and Restore. As part of its backup and restore SaaS Services, OwnBackup shall perform daily backups of the Customer Data, subject to this SLA.

b. High-Frequency Backup. As part of its High-Frequency Backup Service, OwnBackup shall perform backups of the number of Salesforce objects specified in the applicable Order, at the intervals specified in such Order, subject to this SLA.

c. Large Data Volumes. Where a Customer Data set to be backed up exceeds one billion records, the above backup frequency commitments will not apply, and OwnBackup will work with Customer to provide backups as frequently as reasonably possible, including by endeavoring to optimize backup run times.

3. Service Credits.

a. Availability For each month in which OwnBackup fails to meet the availability commitment in Section 1, Customer will be eligible to receive a service credit in the form of an extension of its subscription for the applicable OwnBackup product, 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

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

b. Backup Frequency - General Backup and Restore. For each day that OwnBackup fails to meet the general backup frequency commitment in Section 2.a, Customer will be eligible to receive a service credit in the form of a three-day extension of its subscription for the applicable OwnBackup backup and restore product, as provided below.

c. Backup Frequency - High-Frequency Backup. For each High-Frequency Backup interval, as specified in the applicable Order, in which OwnBackup fails to meet the backup frequency commitment in Section 2.b, Customer will be eligible to receive a service credit in the form of a one-day extension of its subscription for the applicable OwnBackup High-Frequency Backup product, as provided below.

d. Process and Limitations. To claim 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. If OwnBackup disputes the claim, it will provide to Customer a report documenting applicable service levels for the month. In no event will the total aggregate service credits for a calendar month exceed 45 days' extension of Customer's subscription for the applicable OwnBackup product. The remedies described in this SLA constitute OwnBackup's sole liability and Customer's exclusive remedy for any failure by OwnBackup to meet the commitments in this SLA.

4. Definitions

Monthly Uptime Percentage means the percentage derived by subtracting the number of minutes of Unpermitted Downtime in a calendar month from the total number of minutes in the calendar month, and dividing the difference by the total number of minutes in the calendar month.

Unpermitted Downtime means any unavailability of a SaaS Service except:

- during a Maintenance Window, or
- due to causes beyond OwnBackup's reasonable control, such as, for example, labor disputes; civil disturbances; acts of God; acts of war or terror; government actions; orders of courts or tribunals; hosting provider failures; Customer equipment; or third-party service or API latency or unavailability (e.g., due to credential or permission errors).

Maintenance Window means SaaS 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 it to four hours per month.

5. Exclusions

This SLA does not apply to SaaS Services designated in writing as beta, pilot, limited release, or by descriptions of similar import, or to any OwnBackup product or service for which the user documentation expressly excludes this SLA. OwnBackup will have no obligations under this SLA during any period in which Customer is in breach of its payment obligations under the Agreement.