

Wasabi Service Level Agreement

Last Update: October 24, 2019

This Wasabi Service Level Agreement (“SLA”) sets forth the service levels provided by Wasabi with respect to Wasabi’s services (the “Wasabi Service”) provided under the terms of the Wasabi Customer Agreement (the “Customer Agreement”) separately agreed between the applicable Wasabi entity (“Wasabi”, “we”, “us” or “ours”) and you (“you” or “your”). Unless otherwise provided herein, this SLA is subject to the terms of the Customer Agreement and capitalized terms will have the meaning specified in the Customer Agreement. We reserve the right to change the terms of this SLA in accordance with the Customer Agreement.

1. **Maintenance:** You acknowledge that the Wasabi Service may be unavailable due to maintenance performed by Wasabi. Wasabi’s scheduled maintenance for the Wasabi Service (as well as any unscheduled, emergency maintenance, to the extent Wasabi is able to provide any advance notice) will be notified to you via the Wasabi Service or at status.wasabi.com. We will endeavor to limit actual maintenance outages to the minimum necessary to provide a consistent and reliable Wasabi Service to you.

2. **Service Availability:** Wasabi will use commercially reasonable efforts to ensure the Wasabi Service is available for in accordance with the Monthly Uptime Percentage. The “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Error Rates from each five-minute period in the monthly billing cycle. “Error Rate” means: (i) the total number of internal server errors returned by Wasabi as error status “Internal Error” or “Service Unavailable” divided by (ii) the total number of requests for the applicable request type during that five-minute period. We will calculate the Error Rate for each Wasabi account as a percentage for each five-minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the SLA Exclusions specified in Section 3 below.

If availability is impacted by factors other than those used in our calculation of the Error Rate, then we may issue a Service Credit considering such factors at our discretion.

3. **SLA Exclusions:** This SLA does not apply to any unavailability, suspension or termination of the Wasabi Service, or any other Wasabi Service performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Wasabi Service; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from scheduled or emergency maintenance activities for the Services; (v) arising from our suspension and termination of your right to use the Wasabi Service in accordance with the Customer Agreement, or (vi) Wasabi’s scheduled maintenance, which will be notified to you via the Wasabi Service or at status.wasabi.com, as well as any unscheduled emergency maintenance.

Further, all test, development, beta, sandbox and other non-production environments are expressly excluded from this SLA, and no Service Credits shall be available for unavailability of any such environment.

3. **Calculation of Service Credits:** In the event Wasabi doesn’t meet the Monthly Uptime Percentage (except due to any SLA Exclusions), then upon your written request, we will provide you with a credit against your standard fees for the Wasabi Service (“Service Credit”). Service Credits are calculated as a percentage of the total fees paid by you for the Wasabi Service for the billing cycle in which the error occurred, as set forth below.

Service Credits

Monthly Uptime Percentage

Service Credit Percentage

Equal to or greater than 99.0% but less than 99.9%	10%
Less than 99.0%	25%

A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). We will apply any Service Credits only against future payments otherwise due from you for the Services. We may elect to issue the Service Credit to the credit card you used to pay the fees during the billing cycle in which the error occurred. Service Credits may not be transferred or applied to any account other than the account in which the error occurred.

You must be current on all payments to Wasabi in order to be eligible for Service Credits. The aggregate maximum number of Service Credits to be issued by Wasabi to you in a single billing month will not exceed 50% of the amount due by you for the applicable Wasabi Service for the applicable month. Service Credits will be made in the form of a monetary credit applied to future use of the Wasabi Service.

Your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim to support@wasabi.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must clearly (a) indicate in the subject line that it is a Service Credit request; (b) specify the dates and times of each incident of non-zero Error Rates that you are claiming; and (c) document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If your request is validated by us, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. If you do not timely submit a written request for a Service Credit, you forfeit all rights to receive a Service Credit for billing cycle in question.