



Service Level Agreement (SLA) for InSync and Phoenix

Cloud Services Availability

The Cloud Services will be available 24 hours per day, 7 days per week, excluding any scheduled maintenance as described below.

Category 1 – Scheduled Maintenance.

- **InSync:** A weekly scheduled maintenance period may be scheduled (i) in the case of InSync, every Saturday between **9:00AM UTC to 3:00PM UTC**, and (ii) in the case of InSync GovCloud, every Friday between **5:00PM PT to 11:30PM PT**, in each case, to perform system maintenance, backup, and upgrade functions for the Cloud Services. If scheduled maintenance is required outside of the scheduled maintenance period described above, Druva will notify Customer at least three (3) business days in advance.
- **Phoenix:** A weekly scheduled maintenance period may be scheduled on the first and third Monday of each month at **5:00AM UTC** (Phoenix Cloud) and at **8:00AM UTC** (Phoenix GovCloud) for a maximum duration of 90 minutes to perform system maintenance, backup, and upgrade functions for the Cloud Services. If scheduled maintenance is required outside of the scheduled maintenance period described above, Druva will notify Customer at least three (3) business days in advance.

Category 2 – Unscheduled Maintenance. Unscheduled maintenance may be required to resolve issues that are critical for Customer and/or performance of the Cloud Services. Druva will use its commercially reasonable efforts to notify Customer at least six (6) hours prior to the unscheduled maintenance.

Uptime and Service Credits

The following details the credits available to Customer in the event Cloud Services Availability falls below the indicated thresholds. A “Reporting Period” shall mean a calendar month.

InSync

Cloud Services Availability	Credits
< 99.5% in one Reporting Period	5% of one (1) month of subscription fees
< 99% in one Reporting Period	10% of one (1) month of subscription fees

Phoenix

Cloud Services Availability	Credits
< 99.5% in one Reporting Period	5% of one (1) Phoenix Month*
< 99% in one Reporting Period	10% of one (1) Phoenix Month*

* Phoenix Month is equivalent to the value of the Phoenix credits consumed by Customer for the affected month.

Additionally, if the Cloud Services Availability falls below 95% for three (3) consecutive Reporting Periods, Customer shall have the right to terminate this Agreement and such right must be exercised within ten (10) days of the end of such three (3) month period or Customer shall be deemed to have waived its termination right with respect to that particular three (3) month period.

Calculation of Cloud Services Availability

Cloud Services Availability = (Total Hours in Reporting Period – Unscheduled Maintenance which causes unavailability – Scheduled Maintenance) / (Total Hours in Reporting Period – Scheduled Maintenance) X 100%.

The following shall be excluded when calculating Cloud Services Availability: (i) unavailability caused by force majeure; (ii) any problems resulting from Customer combining or merging the Cloud Services with any hardware or software not supplied by Druva or not identified by Druva in writing as compatible with the Cloud Services; (iii) interruptions or delays in providing the Cloud Services resulting from telecommunications or Internet service provider failures; or (iv) any interruption or unavailability resulting from Customer’s use of the Cloud Services in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Cloud Services.

Request for Credit for Cloud Services Availability

Any Customer request for a credit under this SLA 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 and/or the right to terminate this Agreement under this SLA and this Agreement shall be the sole and exclusive remedy available to Customer in the event of unavailability of the Cloud Services and, under no circumstance, shall the unavailability of the Cloud Services be deemed a breach by Druva of its obligations under this Agreement.