Terms and Conditions of Service

These Terms and Conditions of Service, together with the Fee Agreement (the **"Terms"** or **"Agreement"**) shall constitute a binding agreement between NetApp Inc., NetApp B.V. and/or any of their affiliates (collectively the **"Company"**) and the Customer (as defined in the Fee Agreement), for the provision of the services specified in the Fee Agreement (the **"Services"**). Company and Customer shall also be referred each as a "Party" or the "Parties" as applicable.

A. Services

1. Scope of the Service. Company shall render and provide the Services in accordance with these Terms.

2. Privacy. Company implements reasonable privacy and security measures in accordance with its privacy policy available at: https://www.netapp.com/us/legal/privacypolicy/index.aspx as shall be amended from time to time (the **"Privacy Policy"**) attached by reference to these Terms, to protect Customer Data (as defined below) during the Term (defined below).

3. Support. Company shall provide its standard support and maintenance services to Customer subject to the SLA policy attached as **Schedule 1**.

4. Login Credentials to Service. In order to use the Services, Customer will need to open an account (the **"Account"**). As part of the registration process, Customer is required to provide certain information and create a password (the **"Customer Data"**). All Customer Data provided by Customer shall be retained in accordance with Company's Privacy Policy. The Customer will be able to edit the Customer Data at any point by adding or removing any information. Customer may choose to authorize Customer's employees and/or contractors to access Customer's Account (the **"End User(s)"**). Each End User shall have its own user identifications and passwords. Customer will be responsible for all End Users added by Customer to Customer Account as well as their compliance with these Terms, and all applicable laws and regulations.

5. Customer Acknowledgements. Customer hereby acknowledges and agrees: (i) to provide accurate and complete information during the registration process, (ii) to keep the Customer Data confidential and secured at all times; (iii) to remain solely responsible and liable for the activity that occurs in the Account and for any breach of these Terms by its End User(s); (iv) to promptly notify Company in writing if it becomes aware of any unauthorized access or use of the Account; and (v) that the Customer is solely responsible for the backup of its Customer Data, and (vi) that the commodities supplied under these Terms are subject to export controls under the laws and regulations of the United States, the European Union and other countries (as applicable), and the commodities may include technology controlled under export and import regulation, including encryption technology. Customer agrees to comply with such laws and regulations and represents and warrants that Customer: a) will not, unless authorized by U.S. export licenses or other government authorizations, directly or indirectly export or reexport to, or use in, countries subject to U.S. or EU embargoes or trade sanctions programs; b) is not a party, nor will Customer export or re-export to a party, identified on any applicable government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; c) will not use the commodities for any purposes prohibited by U.S. law, including the development, design, manufacture or production of nuclear, missile, chemical, or biological weaponry or other weapons of mass destruction; and d) is responsible for compliance with all local encryption laws and regulations, where applicable, and for obtaining any permits and licenses required under those laws and regulations for Customer's use of the commodities supplied. Customer agrees to provide destination end use and end user information upon request. Customer will obtain all required authorizations, permits, or licenses to export, re-export or import, as required. Customer agrees to obligate, by contract or other similar assurances, the parties to whom Customer re-exports or otherwise transfers the commodities to comply with all obligations set forth in this Section 5(vi).

6. Cloud Account Information. By providing Company with information, data and any other login information or other information regarding Customer's cloud services accounts (the **"Cloud Account Information"**) Customer is expressly authorizing Company to store and use the Cloud Account Information only for the purpose of providing Customer with the Services. Customer is responsible for the accuracy, integrity and completeness of Customer's Cloud Account Information and for authorizing and enabling Company to use Customer's Cloud Account Information (including submitting Customer's username and passwords) to third party cloud services, websites or APIs that Customer will designate for the purposes of providing Customer with the Services. Customer acknowledges and agrees that when Company is using the Cloud Account Information Company is using such information per Customer's request and on Customer's behalf.

7. License Grant. Subject to the terms and conditions of these Terms and as part of providing the Services hereunder, Company hereby grants Customer, and Customer accepts, a limited, non-exclusive, non-sub-licensable, non-transferable and revocable license to access and use the Services in the manner specified herein, during the Term (as defined below), solely for (i) Customer's internal business purposes and (ii) providing access to the Services to its End Users as part of its ongoing business activities only, subject to the restrictions detailed in these Terms.

8. Grant of License to Company in Order to Provide the Services. While using the Services, the Customer may, in its sole discretion, provide, upload, import, transmit, post, or make accessible to Company certain data, software and/or information in addition to the Customer Data (the **"Additional Data"**). Customer grants Company a non-exclusive license to use the Customer Data, Cloud Account Information and Additional Data (as applicable) in order to provide the Services hereunder. Customer shall remain solely responsible and liable for, and release the Company from, any and all liability arising from, the Company's authorized use of the Customer Data, Cloud Account Information and Additional Data (as applicable) as permitted herein.

9. Restrictions. Customer shall only access the Services according to the terms of this Agreement and in connection with its Account. Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any End User or any other third party to, directly or indirectly: (i) modify, incorporate into or with other software, or create a derivative work of any part of the Services; (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under these Terms with or to anyone else; (iii) disclose the results of any testing or benchmarking of the Services to any third party, or use such results for Customer's own competing activities or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to Company business; (iv) disassemble, decompile, reverse engineer, revise or enhance the Services or attempt to discover the source code or the underlying ideas or algorithms; (v) use the Services in a manner that violates or infringes any rights of any third party, including but not limited to, right of privacy, proprietary rights or intellectual property rights of any third parties, including without limitation copyright, trademarks, designs, patents and trade secrets; (vi) use the Services for purposes or in a manner that would violate applicable data privacy laws or for any other unlawful or inappropriate purpose; (vii) interfere or attempt to interfere with the integrity or proper working of the Services; (viii) use the Services in any other unlawful manner or in any manner not expressly authorized by these Terms.

B. Representations and Warranties

Each Company and Customer represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (b) that the execution and performance of these Terms will not conflict with or violate any provision of any applicable law.

Customer represents that: (i) it has a full power to execute any agreement between itself and Company (ii) the Customer will use the Services in compliance with any applicable laws.

C. Term and Termination

1. These Terms shall commence as of the Effective Date (as defined in the Fee Agreement) and shall remain in full force

and effect until earlier terminated as set forth below (the **"Term"**).

2. Customer may terminate this Agreement upon 14 (fourteen) days prior written notice.

3. Company may terminate this Agreement with the Customer upon 30 (thirty) days prior written notice.

4. In addition, Company and Customer may terminate these Terms with immediate effect if the other party materially breaches these Terms and such breach remains uncured (to the extent that the breach can be cured) fifteen (15) days after having received written notice thereof. In the event that either Party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, the other Party shall have the right to immediately terminate these Terms.

5. If Company believes that Customer is using the Services in a manner that may cause harm to Company or any third party, then Company may, without prejudice to any other Company right under these Terms, including the right to terminate these Terms, suspend Customer's access to and use of the Services, subject to providing prior notice of at least 48 hours, until such time as Company believes the threat of harm, or actual harm, has passed. Any suspension by Company of the Services under this paragraph shall not excuse Customer from its obligation to make payments under these Terms, provided that following any suspension lasting more than 30 days caused by factors outside the control of Customer, Customer shall have the right to terminate the Terms.

6. In any event of termination of these Terms, all licenses and rights granted hereunder shall immediately expire and any and all use by Customer of the Services, or any part thereof, shall immediately cease and expire. Provisions contained in these Terms, that are expressed or by their sense and context are intended to survive the termination of these Terms shall so survive the termination.

D. Changes to Services

Company may change the Services' layout and design and the availability of the content and functions included therein or may change the form, features or nature of the Services from time to time, and will use commercially reasonable efforts to notify Customer of any material modifications. Notifying the Customer by sending email to the email address provided to Company and/or informing of any change on Company's website shall be considered as sufficient commercially reasonable efforts under this section.

E. Payments and Fees

In consideration for the rights and services granted and/or to be provided under these Terms, you shall pay the fees specified under the Fee Agreement in accordance with the payment terms specified below. Customer shall pay all fees in U.S. Dollars or in such other currency as agreed to in writing by the parties. All amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice provided by Company. All fees are exclusive of taxes, levies, duties imposed by taxing authorities or any bank wire and transfer fees, and Customer shall be responsible for payment of all such taxes, levies, duties or wire and transfer fees. After the first twelve months of this Agreement, Company may modify its prices and fees and apply new fees upon thirty (30) day prior written notice; provided that Customer may terminate the Services with written notice within 14 days of receipt of fee modification notice from Company.

F. Intellectual Property

1. The Services are and shall remain Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Services and any and all derivative works thereof are and shall remain owned solely by Company or its licensors. These Terms do not convey to the Customer any interest in or to the Services but only, as aforesaid, a limited revocable right to use the Services, in accordance with the terms of these Terms, and nothing herein constitutes a waiver of the Company's intellectual property rights under any law. If the Customer contacts Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the

Services (collectively, "Feedback"), such Feedback shall be deemed to be non confidential and may be implemented in Company's sole discretion into the Services and shall be Company's sole property. To the extent required, the Customer shall, and hereby unconditionally and irrevocably assigns to Company, all intellectual property rights to any and all Feedback. The Customer is under no obligation to provide Company with any Feedback.

2. As between Company and Customer, the intellectual property rights and all other rights, title and interest of any nature in and to the Customer Data, are and shall remain the exclusive property of Customer and its licensors, and except as explicitly stated in writing, nothing in these Terms shall be construed as transferring any rights, title or interests thereto to Company or any third party. Customer controls access to the Customer Data and has full administrative control over such data, including by its right to view or modify it.

3. The Company may collect, disclose, publish and use in any other manner any anonymous and non-identifiable information which derives from the use of the Services by the Customer and/or End Users (for example, aggregated and analytics information about the use of the Services, etc.), in order to provide and improve Company's Services. Customer agrees that Company may identify Customer as a user of the Services and use Customer's trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Company on Company's website for promotional purposes.

G. Confidentiality.

Each Party (the **"Disclosing Party"**) may provide the other (the **"Receiving Party"**) with confidential information and trade secrets, including without limitation, information on their respective organization, business, finances, personnel, services, systems, inventions, pricing structure, proprietary products and processes, transactions and/or business relations (collectively, the **"Confidential Information"**). The term "Confidential Information" shall not include (i) information generally available to the public through no fault of the other party or which has become part of the public domain through no fault of a party, (ii) information which the Receiving Party had already had knowledge of through no fault of the Receiving Party, (iii) is received by Receiving Party independently and without any confidentiality obligations from a third party, or (iv) information which was independently developed by Receiving Party without use of, or reference to, the Confidential Information. Further, the Receiving Party may disclose information to the extent ordered to be disclosed by subpoena, other legal process or requirement of law, after first giving the Disclosing Party a reasonable opportunity to contest such disclosure requirement. The Receiving Party will take all reasonable measures necessary to keep the Confidential Information confidential, including without limitation all measures it takes to protect its confidential information of a similar nature. Each party agrees to retain in confidence at all times and to require its employees, consultants, professional representatives and agents (together, the **"Representatives"**) to retain in confidence all Confidential Information disclosed by the other. Each Party and its Representatives shall only use the other's Confidential Information as contemplated by, and in connection with the performance of this Agreement.

H. Indemnification.

1. Customer shall defend, indemnify, and hold harmless the Company, its licensors, affiliates, distributors and resellers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, costs and expenses (including reasonable attorney's fees) arising out of or relating to any third party claim concerning: (a) Customer's or its End User's unauthorized use of the Services; (b) breach of these Terms or violation of applicable law by Customer or any of its End Users; (c) any claim involving alleged infringement or misappropriation of third-party rights by Customer. Company shall promptly provide Customer with a written notice regarding such claim, however, failure to provide such prompt notice shall not relieve Customer from its indemnification obligations, unless and to the extent such failure to notify prejudiced Customer's ability to defend the claim.

2. Company shall defend, indemnify, and hold harmless the Customer, its licensors, affiliates, distributors and resellers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses,

costs and expenses (including reasonable attorney's fees) arising out of or relating to any third party claim (a) that the Services or Customer's use thereof in accordance with these Terms, infringe, misappropriate or violate a third party's intellectual property rights; or (b) concerning violation of applicable law by Company provided that Customer shall promptly provide Company with a written notice regarding such claim.

I. LIMITATION OF WARRANTY; LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN AS EXPLICITLY STATED UNDER THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES' OPERATION AND THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER SERVICES LIMITATIONS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF THE SERVICES, RELIABILITY, SYSTEM INTEGRATION, NON-INTERFERENCE, AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR: (A) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (B) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR DATA SERVICE PROVIDER. COMPANY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE SERVICES (COLLECTIVELY, "REPORTS"), OR THAT THE REPORTS ARE COMPLETE OR ERROR FREE. COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE CUSTOMER DATA TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO COMPANY'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

NEITHER PARTY, ITS LICENSORS, AFFILIATES, DISTRIBUTORS AND RESELLERS SHALL BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO THE OTHER PARTY OR ANY THIRD PARTY (INCLUDING THE CUSTOMER'S USERS) FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM, RELATED WITH, AND/OR CONNECTED TO, ANY USE OF OR INABILITY TO USE THE SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. OTHER THAN IN EVENTS OF WILFUL MISCONDUCT (INCLUDING FAILURE TO PAY ANY AMOUNTS PAYABLE TO COMPANY HEREUNDER), IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY UNDER THE APPLICABLE PURCHASE ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY TO THE OTHER PARTY:

● FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;

● FOR FRAUDULENT MISREPRESENTATION;

● FOR ANY OTHER LIABILITY THAT, BY LAW, MAY NOT BE LIMITED OR EXCLUDED.

J. MISCELLANEOUS.

These Terms represent the complete agreement concerning the subject matter hereof and may be amended only by a written

agreement executed by both Company and Customer. If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Neither party may assign its rights or obligations under these Terms without the prior written consent of the other party. Notwithstanding the foregoing, either Party may assign the Agreement without the consent of the other in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor- franchisee relationship between the Parties. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company (i.e., force majeure events). These Terms may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. Notices to either party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hours (Israel time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Israel time) and sender receives acknowledgment of receipt.

Contracting Entity, Notices, Governing Law, and Venue. The Company entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled or registered, all as specified in the table below:

Customer Details	The Company entity entering into agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
if the Customer is in APAC (excluding Australia or Japan which are set forth below)	NetApp BV	Boeing Avenue 300, 1119 PZ Schiphol-Rijk, Netherlands	Netherlands	Amsterdam, Netherlands
if the Customer is in EMEA (excluding Belgium, France, Germany, Ireland, Israel, Italy, Spain, or Switzerland, which are set forth below), Central America, or South America	NetApp BV	Boeing Avenue 300, 1119 PZ Schiphol-Rijk, Netherlands	Netherlands	Amsterdam, Netherlands
if the Customer is in the United States or Mexico	NetApp, Inc.	1395 Crossman Avenue, Sunnyvale, CA 94089	the State of California	San Francisco, California
if the Customer is established and registered in Australia	NetApp Australia Private Ltd.	Level 16 100 Miller Street North Sydney, NSW 2060 Australia	Australia	Sydney, Australia
if the Customer is established and registered in Belgium	NetApp Belgium BBVA	Culliganlaan 2 Park Lane Building D Diegem 1831 Belgium	Belgium	Brussels, Belgium
if the Customer is established and registered in Canada	NetApp Canada Ltd.	100 Milverton Dr #404, Mississauga, ON L5R 4H1, Canada	Canada.	Toronto, Canada
if the Customer is established and registered in France	NetApp France SAS	Tour Ariane 5 Place de la Pyramide Paris La Defense, 92088 France	France	the Commercial Court of Paris, France
if the Customer is established and registered in Germany	NetApp Deutschland GmbH	Sonnenallee 1 Kirchheim, 85551 Germany	Germany	Munich, Germany

if the Customer is established and registered in Japan	NetApp Japan GK	Japan, 〒104-0031 Tokyo, Chuo City, Kyobashi, 2 Chome−1−3 Kyobashi Trust Tower 9F & 10F	Japan	Tokyo, Japan
if the Customer is established and registered in Ireland	NetApp BV	Boeing Avenue 300, 1119 PZ Schiphol-Rijk, Netherlands	England and Wales	English Courts in London
if the Customer is established and registered in Israel	NetApp Israel	Aharon Bart St 18, Petah Tikva, Israel	Israel	Tel Aviv, Israel
if the Customer is established and registered in Italy	NetApp Italia SRL	Via Vittoria Colonna, 4, 20149 Milano MI, Italy	Italy	Milan, Italy
if the Customer is established and registered in Spain	NetApp Spain Sales LTD	Calle de Rosario Pino, 14, 28020 Madrid, Spain	Spain	Madrid, Spain
if the Customer is established and registered in Switzerland	NetApp Switzerland GmbH	Hammerweg 1, 8304 Wallisellen, Switzerland	Switzerland	Zurich, Switzerland
if the Customer is established and registered in the United Kingdom	NetApp UK Ltd.	Rivermead, Oxford Road, Uxbridge, Middlesex, UB9 4BF, United Kingdom	England and Wales	English Courts in London

Schedule 1

SLA TERMS

- Except for terms defined herein, capitalized terms used and not defined herein shall have the meanings as set forth in the Terms.
- During the term of the Agreement, Company will provide Customer access to the SaaS production application on a twenty- four hour, seven days a week (24x7) basis at a rate of 99.99% ("SaaS Services Uptime Metric"). The SaaS Services Uptime Metric shall commence on the Effective Date (as defined in the Fee Agreement).
- The following definitions apply to this SLA:

  ○ **"Downtime Event"** means the time in which a Company Service is unavailable to the Customer as measured and determined solely by Company based on its servers. Downtime Events shall exclude: planned downtime events announced in-advance by Company, including without limitation, for periodic upgrade and maintenance; and/or any time where Company is awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored.

  ○ **"Downtime Period"** means the number of minutes in a calendar month during which Company Service is unavailable to the Customer due to Downtime Event(s).

  ○ **"Uptime"** means the total number of minutes in a calendar month minus the Downtime Period, divided by the total number of minutes in a calendar month and multiplied by 100.

  ○ **"Service Credit"** monetary credit due to the Customer as a result of Downtime Period, applied to future use of the Services and will be deducted from Customer's next billing cycle/invoice, as detailed in the following table:

Uptime	SaaS service credit Percentage
Between 99.0% - 99.99%	10%
Below 99.0%	30%

- Service Credit Eligibility

If the Uptime is less than 99.99%, then the Customer will be eligible to receive a Service Credit as detailed in the table above. In order to receive any of the Service Credits described above, the Customer must notify Company technical support team within thirty (30) days from the time on which the Customer becomes eligible to receive Service Credits. Failure to comply with this requirement will forfeit such Customer's right to receive Service Credits.

- Maximum Service Credits

The aggregate maximum Service Credits to be issued by Company to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed 30% of the amount due by Customer for the Services provided to it during the applicable month. THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ITS RIGHT TO RECEIVE SERVICE CREDITS AS SPECIFIED ABOVE CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY FOR ANY DOWNTIME EVENTS.

- Customer Support

The Company provides 24/7 support services. Customer may contact Customer support via email, chat or phone (as needed and by prior coordination).

- Other SLA Exclusions:

THIS SLA DOES NOT APPLY TO ANY DOWNTIME EVENTS THAT: (I) ARE EXPLICITLY EXCLUDED UNDER THIS SLA; OR (II) ARE CAUSED BY FACTORS BEYOND COMPANY REASONABLE CONTROL; OR (III) RESULTED FROM CUSTOMER'S SOFTWARE OR HARDWARE, AS WELL AS ANY EVENTS CAUSED BY THE CUSTOMER'S OWN MANAGEMENT OR MISUSE OF THE SERVICES; OR (IV) RESULTED FROM ABUSES OR OTHER BEHAVIORS ON BEHALF OF THE CUSTOMER OR UNRELATED THIRD PARTIES THAT VIOLATE THE AGREEMENT; (V) RESULTED FROM DOWNTIME OF THE CLOUD SERVICE PROVIDER.

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