



INFINIDAT 'ALWAYS ON' COMMITMENT TERMS & CONDITIONS

THE COMMITMENT

End Users using the Always On System, in compliance at all times with the terms referenced in this documentation, will be entitled to INFINIDAT's "Always On Guarantee", secured by an assured remedy, as stated herein, in the event of a Data Unavailability (all as further defined and explained below).

TERMS AND DEFINITIONS

- InfiniBox™ - Each InfiniBox utilised within the Always On System
- End User - End User of the Always On System regardless of whether the Always On System is acquired directly from INFINIDAT or not
- "Phone Home" - The automatic sending of InfiniBox health and configuration information to INFINIDAT
- Witness - INFINIDAT provided software which, when utilised according to best practices, will monitor and facilitate the operation of the Always On System
- Always On System - the storage system composed of the combination of two INFINIDAT systems together with the witness
- Protected Stored Data - specific data which is synchronized through the Always On System and accordingly protected for Data Availability
- Data availability - End User is able to access and utilise the Protected Stored Data on at least one of the InfiniBoxes in the Always On System
- Data Unavailability - End User is unable, due to circumstances for which it is not in any manner responsible, to access and utilise the Protected Stored Data on at least one of the InfiniBoxes in the Always On System and such unavailability is not scheduled and is for a duration of greater than 30 seconds and occurs during a period when the Always On System is under paid for maintenance
- EULA has been accepted and complied with at all times by End User
- The Always On System is connected to Phone Home.
- The Always On System has been installed and configured according to INFINIDAT's best practices as the same may be adjusted from time to time



INFINIDAT

- The InfiniBoxes constituting the Always On Systems are located in 2 distinct failure domains (Sites, power grids Etc.) with a Witness in a third failure domain and a redundant network connecting them.
- All sums due and payable have been duly and punctually received by INFINIDAT
- Exclusions:
 - Failure to fulfil listed requirements
 - Third party components, hardware and software that affect Data Availability
 - Force majeure - in the event of any Force Majeure (as commonly understood) which prevents all components of the Always On System



REMEDY FOR DATA UNAVAILABILITY

In order to emphasize and stand by our Data Availability Commitment to our End Users, in the event that there is Data Unavailability, INFINIDAT will provide the following:

Procurement Model & Description	Remedy for the Affected Solution	Remedy Claim Period
"InfiniBox FLX": Paying per use periodically on an INFINIDAT provided box	A one hundred percent. (100%) discount on one month's capacity charges, as the same would be payable in the next billing cycle	Prior to next billing cycle
COD: Adding additional capacity to a pre-purchased box	Credit for additional capacity equivalent to 50% of the Protected Stored Data at the time of Data Unavailability, or credit toward an extension of INFINIDAT maintenance and services for a period of six (6) months, up to a value of \$50,000 USD	Within a month of Data Unavailability
Fully Acquired Always On System ("CapEx"): Fully paid-up for entire available capacity	Future discount of 10% off any INFINIDAT Product purchase, or credit toward an extension of INFINIDAT maintenance and services fees for a period of six (6) months, up to a value of \$50,000 USD	Within a year of Data Unavailability

The above are the sole and exclusive remedies available in the event of an occurrence of Data Unavailability. Remedy credits to which the End User becomes entitled hereunder will be credited automatically by INFINIDAT.

Multiple instances of Data Unavailability, during a period where stability has not been notified to End Users as having been restored, shall for the purposes of any remedy claimed count as one singular Data Unavailability period.

It is confirmed and agreed that any End User shall only be entitled to the benefit of one INFINIDAT remedy as listed above, regardless of whether they are utilising more than one product associated with any similar or alternative INFINIDAT commitment. Remedies hereunder may only be claimed by and on behalf of the End User and may not be assigned. Further they are not cumulative and are as concerns a Always On System as a whole, which has been affected, and not an individual constituent product. In order to receive a remedy, INFINIDAT must be notified of any Data Unavailability via the designated channels.