

### **Infinidat® One Hundred Percent Data Availability Guarantee**

As a constituent part of the InfiniBox® product(s) (the “**Product**”), Infinidat Ltd. and its affiliates (collectively, “**Infinidat**”) commit to a One Hundred Percent Data Availability Guarantee (the “**Data Availability Guarantee**”) in accordance with the terms and conditions herein.

All capitalized terms not defined herein shall have the same meaning ascribed to them under Infinidat’s General Terms and Conditions, available at: <https://www.infinidat.com/en/sites/default/files/resource-pdfs/INFINIDAT-Customer-Product-Online-TCs.pdf>.

The Data Availability Guarantee shall be available to End User if agreed to in writing by the Parties in an Infinidat-approved Quotation while the Product is covered under a valid, paid-up, uninterrupted Support Services agreement. The purpose of the Data Availability Guarantee is to offer the remedy described herein to End User in the event of a “**Data Availability Occurrence**”, which means an unplanned loss of access to data on a Product operating in a production environment such that, for a period exceeding thirty (30) seconds as reflected in the relevant Product time stamps: (i) the Product is unable to read and write data for any individual logical volume; or (ii) access to file and host applications are interrupted.

End User shall notify Infinidat in writing immediately and in any event no later than four (4) hours following the occurrence of a Data Availability Occurrence. Within fourteen (14) days of a verified Data Availability Occurrence, End User may request in writing, and Infinidat shall provide, whether directly or through a Reseller or Distributor, credit for three (3) months of Support Services free of charge, or, for FLX model Product purchases, credit for a one hundred percent (100%) discount on the next month’s Committed Capacity charges. Upon Infinidat’s verification of the Data Availability Occurrence, Infinidat shall apply the full amount of such credit toward the fees for an extension of Support Services, or toward the discount on the Committed Capacity charges, as applicable. The credit described herein is the sole and exclusive remedy available to End User in the event of a Data Availability Occurrence under the Data Availability Guarantee.

It is confirmed and agreed that End User shall only be entitled to the benefit of one remedy listed above per Data Availability Occurrence per Product per month. Any Data Availability Occurrence that may occur after notification of the initial Data Availability Occurrence and prior to the resolution of the issue by Infinidat shall not count as a separate Data Availability Occurrence for the purposes of the Data Availability Guarantee. By way of example, if End User is using two Products in a supported active/active replication relationship where a dataset is ordinarily accessible from two Products at the same time, and a Data Availability Occurrence affecting both Products simultaneously occurs, then End user shall be entitled to only one remedy listed above for each Product.

The following conditions are a prerequisite to any Data Availability Occurrence claim under the Data Availability Guarantee:

- The Product must at all times be configured according to Infinidat best practices and Documentation, including running the most current version of Infinidat’s software with the Call Home feature and InfiniVerse® support cloud activated.
- In the event of a Data Availability Occurrence, End User must cooperate with Infinidat’s instructions and provide reasonable access to the Product to enable verification of the Data Availability Occurrence claim and remediation measures.

- End User must not be in violation of any agreed-to terms, including payment terms, with respect to the Product.

The Data Availability Guarantee shall not apply in the event the Product has been subjected to: (i) accident, neglect or misuse; (ii) failure of or defect in electrical power, external electrical circuitry, air-conditioning or humidity control; (iii) the use of software or equipment not provided by Infinidat; (iv) electrical static discharges; (v) unusual operational or environmental stress; or (vi) modification, adjustment, repair, service, relocation or installation by any party other than Infinidat or persons authorized and certified by Infinidat.

End User shall not be entitled to receive the remedy listed above if the Data Availability Occurrence is caused by: (i) any third party activities; (ii) End User's operating environment or facilities; (iii) any utilization of beta or non-generally available functions; (iv) any non-Infinidat hardware or software; (v) any channel path error where channel path redundancy is absent; (vi) scheduled maintenance or change windows; (vii) any Force Majeure event; or (viii) End User's failure to follow any instructions or Documentation provided concerning the operation of the Product.

The terms herein constitute the entire agreement between Infinidat and End User and supersede all other agreements and understandings, both written and oral, between Infinidat and Purchaser with respect to the subject matter hereof.

The Data Availability Guarantee is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, and does not take the place of insurance obtained or obtainable by the End User. Any fees paid by End User in connection with the Product are solely for the use of such Product and are not to be construed as an insurance premium.