# **B2 Cloud Storage 2016 SLA**

# **Backblaze Service Level Agreement**

Last updated: June 28, 2016

This Service Level Agreement ("SLA") is between Backblaze, Inc. ("Backblaze" or "we") and users of our services ("you"). It governs access to and use of the Backblaze B2 Cloud Storage software and services ("Services"). This SLA, the <u>Terms of Service</u>, our Privacy Policy, and the Payment and Refunds page, constitute the entire agreement between you and Backblaze, so please carefully review those documents, too.

## **Our B2 Cloud Storage Service Commitment**

Backblaze will make commercially reasonable efforts to ensure that B2 Cloud Storage is available and able to successfully process requests during at minimum 99.9% of each calendar month.

If we don't fulfill this commitment, you'll be eligible for a service credit.

#### **Service Credits**

We calculate service credits as a percentage of the total charges you paid for B2 Cloud Storage during the calendar month in which the error occurred.

Where monthly uptime percentage is between 99.0% and 99.9%, you'll be eligible for a 10% service credit. If monthly uptime percentage is below 99.0%, you'll be eligible for a 25% service credit.

We calculate monthly uptime percentage by subtracting from 100% the average of the error rates from each five-minute period in the month. An error rate is the total number of HTTP 500 Internal Server Error responses returned by B2 Cloud Storage divided by the total number of valid requests during the five-minute period. This calculation does not include responses that prompt you to send a second request or errors arising from the exclusions detailed below. We issue service credits against only your future B2 Cloud Storage payments. Service credits don't entitle you to a refund or any other payment from Backblaze. Your sole and exclusive remedy for any unavailability, non-performance, or other failure by Backblaze to provide B2 Cloud Storage is eligibility for a service credit as provided in this SLA.

A service credit will be issued only if the credit amount for the applicable month is more than \$1 USD. Service credits may not be transferred or applied toward any other account.

### How to Request a Service Credit

To receive a service credit, you must submit a claim to sla@backblaze.com. The credit request must be submitted within 30 days from when you become eligible to receive the credit, and must include:

"SLA Credit Request" in the subject line;

the email address associated with the account for which the credit is sought;

the date and time of each occurrence of error rates; and

request logs documenting the errors and claimed outage. Please remove any confidential or sensitive information in these logs.

If you submit all the required information and we confirm that the uptime percentage for the month of your request falls below our service commitment, we'll issue a service credit.

#### **Exclusions**

Our service commitment does not apply to any unavailability of B2 Cloud Storage or Backblaze performance issues resulting from (i) factors outside of our reasonable control, such as a force majeure event or internet disruption unrelated to Backblaze; (ii) acts or omissions by you or a third party; (iii) hardware or software that is not under our control; (iv) your application's failure to follow integration requirements; or (v) a suspension or termination of your account due to violations of our terms of service, policies, or other agreements.