

Terms & Conditions of StorageCraft Recovery Guarantee

The StorageCraft Recovery Guarantee (the “**Guarantee**”) guarantees that Qualifying Platinum Partners can Virtualize an Eligible Machine within the time period specified below. “**Virtualize**” or “**Virtualization**” means that: (a) an Eligible Machine boots to a login screen using a Recovery Point that was verified using the Advanced Verification functionality of StorageCraft ImageManager® and (b) the Qualified Partner has, within the thirty (30) days immediately preceding creation of the Emergency Support Request associated with the Guarantee Claim, manually generated a screenshot of the Eligible Machine’s desktop or operating-system login screen by clicking on “Take Screenshot and Destroy VM” in the StorageCraft Portal. If the size of the Eligible Machine is one (1) terabyte or less, StorageCraft guarantees Virtualization within twenty-four (24) hours of the time that a Qualified Partner creates an Emergency Support Request. If the size of the Eligible Machine is greater than one (1) terabyte, the time in which StorageCraft guarantees that the Eligible Machine will Virtualize increases by twenty-four (24) hours for each additional terabyte of Data on the Eligible Machine. (For example, if the size of an Eligible Machine is more than three (3) terabytes but less than four (4) terabytes, StorageCraft guarantees Virtualization within ninety-six (96) hours of the time the Qualifying Partner creates the Emergency Support Request.) If an Eligible Machine cannot be Virtualized, StorageCraft, at its sole election, will either pay to the Qualified Partner \$10,000 USD (or its equivalent in the currency in which the Qualified Partner pays its Cloud Product invoices (“**Equivalent Currency**”)) or issue credit to the Qualified Partner in the amount of \$10,000 USD (or Equivalent Currency), which the Qualified Partner may apply against one or more StorageCraft invoices. The Guarantee is limited to ten (10) Eligible Machines enrolled by a Qualified Partner and may not exceed \$100,000 USD (or Equivalent Currency) in total lifetime payments and/or credits to the Qualified Partner. The Guarantee is available in all countries where StorageCraft Cloud Services is offered. To be eligible for the Guarantee, all terms and conditions set forth herein must be satisfied. Failure of any term or condition described herein shall void any Guarantee Claim.

1. The Guarantee is available only to Qualified Partners. A “**Qualified Partner**” is a StorageCraft partner that, at the time the relevant Emergency Support Request is created: (a) is designated as a Platinum Partner in the StorageCraft Portal; (b) has generated a minimum of \$50,000 USD (or Equivalent Currency) in revenue to StorageCraft in the preceding twelve (12) months; (c) employs at least one StorageCraft Certified Engineer and at least one StorageCraft Certified Master Engineer; (d) has accepted the then-current version of the StorageCraft Cloud Product Agreement; and (e) is not in breach or default of any agreement or obligation to StorageCraft.
2. The Machine must be an “**Eligible Machine**,” which means a production Machine that is enrolled at the Cloud Premium Service Level of StorageCraft Cloud Services.
3. The Qualified Partner must contact StorageCraft Support by telephone within twenty-four (24) hours of the event that caused the Eligible Machine to fail to boot into the operating system (the “**Emergency**”) and report to StorageCraft Support personnel that the Qualified Partner is experiencing a “Restore Emergency” (an “**Emergency Support Request**”).
4. After the Emergency and before creating the Emergency Support Request, the Qualified Partner must establish that it attempted Virtualization of the Eligible Machine in the Portal and checked the box in the Portal interface indicating that the Qualified Partner is experiencing a “Real Failover.”
5. The Machine must be running Microsoft® Windows Server® 2003R2 or a newer Windows operating system and be replicated to the Cloud using StorageCraft ImageManager 7 or higher.
6. Following creation of the Emergency Support Request, the Qualified Partner must provide StorageCraft with prompt and reasonable access to both the Eligible Machine and Partner personnel in order to reasonably assist StorageCraft Support personnel in troubleshooting and resolving the support case. Unnecessarily delaying or interfering with StorageCraft Support personnel shall void any Guarantee Claim.
7. In the event an Eligible Machine does not Virtualize within the specified time period and all other terms and conditions for Guarantee eligibility have been satisfied, the Qualified Partner must submit a written notice of claim under the Guarantee within fourteen (14) calendar days of the Emergency by sending an email to notices@storagecraft.com and legal@storagecraft.com (a “**Guarantee Claim**”). The subject line of the email must state, “CLAIM UNDER STORAGECRAFT RECOVERY GUARANTEE,” and the body of the email must include the Qualified Partner’s name, address, and telephone number; the name(s) and contact information of the Qualified Partner personnel responsible for the Guarantee Claim; the date and case number of the Emergency Support Request; and a brief summary of the Emergency. Upon receipt of the Guarantee Claim, StorageCraft may contact the Partner and

request additional information in order to determine whether these Terms and Conditions have been satisfied. The Qualified Partner must promptly provide StorageCraft with information reasonably requested for such purposes.

8. A Qualified Partner may submit no more than one Guarantee Claim per month and a Guarantee Claim may include no more than the greater of (a) one (1) Eligible Machine per Qualified Partner or (b) five percent (5%) of the Qualified Partner's Eligible Machines in the month in which the Emergency occurred.

9. StorageCraft does not guarantee the performance or functionality of particular applications installed on an Eligible Machine or that a Virtualized Machine will perform to certain specifications or standards, including without limitation that the Virtualized Machine's performance will equal or exceed the performance of a local Machine or a Machine at the Source Location.

10. StorageCraft shall not be responsible for any applicable national, state, or local tax, levy, or assessment associated with payment of the Guarantee, including without limitation applicable sales, income, or value-added taxes. All taxes related to payment of the Guarantee are solely the responsibility of the Qualified Partner, which releases StorageCraft from any and all liability for such taxes as a condition of receiving payment or credit under the Guarantee program. In the event that StorageCraft determines that it is required to issue a Form 1099 or similar tax record to Qualified Partner, Qualified Partner agrees to promptly provide to StorageCraft all information StorageCraft determines is necessary to ensure compliance with applicable law.

11. There can be no evidence, as determined by StorageCraft, that the local Machine associated with a Guarantee Claim was intentionally corrupted or destroyed by or for the Qualified Partner or anyone accessing the Machine using the Partner's credentials. As a condition of receiving payment or credit under the Guarantee, the Qualified Partner shall sign documentation provided by StorageCraft in which Qualified Partner represents and warrants that these Terms and Conditions have been fairly, honestly, and completely satisfied; the Eligible Machine could not boot into the operating system; the Qualified Partner could not Virtualize the Machine in the Cloud; the Virtualization of the Machine was not a test; the Emergency was not the result of intentional acts by or for the Qualified Partner or anyone using its credentials; and the Partner understands and agrees that it shall be liable for any damages or restitution resulting from violation of such representations and warranties.

12. By submitting a Guarantee Claim, the Qualified Partner affirms that it has read and understands these Terms and Conditions.

StorageCraft may alter, amend, or withdraw the Guarantee or these Terms and Conditions at any time, for any reason, and at its sole discretion. Capitalized terms in these Terms and Conditions not otherwise defined herein have the meaning set forth in the StorageCraft Cloud Product Agreement.