Service Level Agreement

Of

Cloudlayer8 Limited

This is a live document and Cloudlayer8 limited retains the right to alter and/or amend any of its terms at its absolute discretion without first obtaining the consent of the customer

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General Terms

Both Cloudlayer8 Terms and Conditions and the present document shall be construe as one single document.

Definitions

"Applicable Service Fees" means the total fees actually paid by the Customer for a Service that applies to the billing cycle (monthly, quarterly, biannual, annual) in which a Service Credit is owed.

"Downtime" is defined for each Service below. Downtime does not include unavailability of a Service due to limitations described below. Downtime shall not include Scheduled Downtime (as defined below).

"External Connectivity" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"Incident" means

i. any single event, or
ii. any set of events, that result in Downtime.

"Customer" the natural or legal person who purchases a Service, in accordance with the Terms and Conditions.

"Customer Portal" means the web interface, provided by Cloudlayer8, through which Customer(s) may manage the Service.

"Partner" means the Legal entity fully authorized by Cloudlayer8 to sell for or on behalf of Cloudlayer8 Services to Customer(s).

"Scheduled Downtime" means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify the Customer at least five (5) days prior to the commencement of such Downtime.

"Service(s)" means implementation, and other internet related services as those are described in the order of the Customer which are provided (or to be provided) in accordance with the Terms and Conditions.

"Service Credit" is the percentage of the Applicable Service Fees credited to the Customer's account following Cloudlayer8's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that Cloudlayer8 agrees to meet in the delivery of the Services.

"Claim" means a claim submitted by Customer to Cloudlayer8 pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.

"Support Window" refers to the period during which a Service feature or compatibility with a separate product or service is supported.

General Terms

Claims

In order for Cloudlayer8 to consider a claim, the Customer must submit the claim in accordance of clause 5 of the Terms & Conditions (https://cl8.com/legal/D6.1-General-Terms-and-Conditions.pdf) including all information necessary for Cloudlayer8 to validate the claim, including but not limited to:

(i) a detailed description of the Incident;
(ii) information regarding the time and duration of the Downtime;
(iii) the number and location(s) of affected users (if applicable); and
(iv) descriptions of attempts to resolve the Incident at the time of occurrence.

For a claim related to Cloudlayer8 services, we must receive the claim within 5 business days in which the Incident that is the subject of the claim occurred.

All information reasonably available to Cloudlayer8 will be assessed and a good faith determination will be made in order to determine whether a Service Credit is owed to the Customer.

Cloudlayer8 will use commercially reasonable efforts to process and reimburse credits during the subsequent month from the day that a Claim was determined and accepted by Cloudlayer8.

In order for a Customer to be able to receive a Service Credit, the Customer shall be in compliance with the Terms and Conditions.

If a Claim is validated and a Service Credit is indeed owed to the Customer, the Service Credit will be applied to the Customer's Applicable Service Fee.

If the Customer purchased more than one Service, then the Customer may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if the Customer purchased both Bare Metal and Dedicated Storage (not as part of a combined offer or suite), and during the term of the subscription an Incident caused Downtime for both Services, then the Customer could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. If more than one Service Level for a Service is not met because of the same Incident, the Customer must choose only one Service Level under which to make a claim based on the Incident.

Service Credits

Service Credits are the Customer's exclusive remedy for any performance or availability issues for any of the Services provided, in accordance with the Terms & Conditions and the present SLA. The Customer shall not unilaterally offset Customer's Applicable Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the Service for which a Service Level has not been met. The Service Credits awarded in any billing month for a Service will not, under any circumstance, exceed the Customer's monthly service fees for that, as applicable, in the billing month.

Customers eligible for Service Credits are Customers that maintain a direct billing relationship with Cloudlayer8. Customers not maintaining direct billing relationship with Cloudlayer8 should contact their respective Partner for Service Credits.

The Service Credit will be calculated on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Service Credits may not be sold or transferred

Service Credits do not apply for the monthly metered electricity consumption

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at the Customer's site or between the Customer's site and our data center);

2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

3. Caused by the Customer's use of a Service after we advised the Customer to modify the Customer's use of the Service, if the Customer did not modify the Customer's use as advised;

4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us);

5. That result from the Customer's unauthorized action or lack of action when required, or from the Customer's employees, agents, contractors, or vendors, or anyone gaining access to our network by means of the Customer's passwords or equipment, or otherwise resulting from the Customer's failure to follow appropriate security practices;

6. That result from the Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or the Customer's use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;

7. That result from the Customer's attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;

8. Due to the Customer's use of Service features that are outside of associated Support Windows; or

9. For Services or Licenses reserved, but not paid for, at the time of the Incident.

10. Downtime is caused by a Planned Maintenance by Cloudlayer8.

Service Specific Terms

Web

Hosted Exchange

Additional Definitions:

"Downtime" Is any period when users are unable to send or receive email with Outlook Web Access.

"Monthly uptime percentage" is calculated using the following formula, where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

"Scheduled Downtime" means periods of Downtime related maintenance or upgrades performed by Cloudlayer8. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

$$\frac{User\ Minutes\text{-}Downtime}{User\ Minutes}\ x\ 100$$

Service Credit:

Essential Series Dedicated servers (single PSU) – Uptime SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.9%	20%
< 99%	50%
< 95%	100%

Additional Terms: See Appendix 1 – Virus Detection and Blocking and Spam Effectiveness.

Dedicated Exchange

Service Levels and Service Credits are not applicable to Dedicated Exchange. However, customers may be eligible for claims against this service and service credits in case underlying components or resources managed by Cloudlayer8 sustain a failure, including but not limited to Cloud VPS, Bare Metal Server or Cloud Server, provided those are fully managed by Cloudlayer8. See the relevant Service Metrics and Service Credits at the relevant sections of this document.

Service Credits may also be applicable to customers with Managed Services SLA. See "Managed Services SLA" for details.

Cloud

Cloud VPS

"Cloud VPS" refers to cloud resource instance type that can be deployed individually for computational workload and hosts a guest operating system (OS).

"Cloud VPS Connectivity" is bi-directional network traffic between the Cloud VPS and other IP addresses using either TCP or UDP network protocols in which the Cloud VPS is configured for allowed traffic. The IP addresses can be IP addresses in between Cloud VPS servers within the same subscription, IP addresses across subscriptions or public, routable IP addresses.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no Cloud VPS Connectivity.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

"Monthly Uptime Percentage" for Cloud VPS servers is calculated as Maximum Available Minutes minus Downtime, divided by Maximum Available Minutes in a billing month for a given subscription.

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service Credits are applicable to Customer’s use of Cloud VPS servers:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

Veeam Backup

"Veeam Backup" refers to a Backup as a Service (BaaS) service which is a Veeam compatible offsite storage location for the retention of Veeam backup files. You must already have a compatible and licensed version of Veeam on your premises in order to use Veeam Backup service

" Veeam Backup Connectivity" is bi-directional network traffic between the Veeam Backup and other IP addresses using either TCP or UDP network protocols in which the Veeam Backup is configured for allowed traffic. The IP addresses can be IP addresses in between Veeam Backup servers within the same subscription, IP addresses across subscriptions or public, routable IP addresses.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no Veeam Backup Connectivity.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

"Monthly Uptime Percentage" for Veeam Backup servers is calculated as Maximum Available Minutes minus Downtime, divided by Maximum Available Minutes in a billing month for a given subscription.

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service Credits are applicable to Customer’s use of Veeam Backup service:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

Veeam Replication

"Veeam Replication" refers to a Disaster Recovery as a Service (DRaaS) service which is an image-based replication service which can form part of your disaster recovery and business continuity plan. CL8 Veeam Replication service charges license and storage fees on a monthly basis. Charges for RAM, CPU and Internet traffic are only incurred when VMs are failed over to CL8. You must already have a compatible and licensed version of Veeam on your premises in order to use Veeam Replication service.

“Veeam Replication Connectivity" is bi-directional network traffic between the Veeam Replication and other IP addresses using either TCP or UDP network protocols in which the Veeam Replication is configured for allowed traffic. The IP addresses can be IP addresses in between Veeam Replication servers within the same subscription, IP addresses across subscriptions or public, routable IP addresses.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no Veeam Replication Connectivity.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

"Monthly Uptime Percentage" for Veeam Replication servers is calculated as Maximum Available Minutes minus Downtime, divided by Maximum Available Minutes in a billing month for a given subscription.

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service Credits are applicable to Customer's use of Veeam Replication service:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

VMware VDC

"VMware VDC" refers to an Infrastructure as a Service (IaaS) cloud platform that provides compute, network and storage resources. Each VDC can operate multiple virtual appliances.

"VMware VDC Connectivity" is bi-directional network traffic between the VMware VDC and other IP addresses using either TCP or UDP network protocols in which the VMware VDC is configured for allowed traffic. The IP addresses can be IP addresses in between VMware VDC servers within the same subscription, IP addresses across subscriptions or public, routable IP addresses.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no VMware VDC Connectivity.

"Maximum Available Minutes" means the total accumulated runtime minutes of the service during a billing month

"Monthly Uptime Percentage" for VMware VDC servers is calculated as Maximum Available Minutes minus Downtime, divided by Maximum Available Minutes in a billing month for a given subscription.

"Monthly uptime percentage" is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service Credits are applicable to Customer's use of VMware VDC service:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

Private Cloud – Micro Private Cloud

Additional Definitions:

"Micro Private Cloud" refers to the product offering of Cloudlayer8 comprised of a Bare Metal server and hypervisor guest OS.

"Bare Metal Servers" refers to Bare Metal servers offered by Cloudlayer8 as "Professional (Pro) Series Bare Metal Servers" or "Bare Metal - Custom Bare Metal Servers"

"Hypervisor Guest OS" is the hypervisor software run on the Micro Private Cloud offering and maybe any of the supported hypervisor guest OS software offered by Cloudlayer8.

"Downtime" is the total accumulated minutes during a billing month during which a Micro Private Cloud component is unavailable due to a power or cooling failure.

"Maximum Available Minutes" means the total accumulated runtime minutes of the service during a billing month

"Monthly uptime percentage" is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service credits are offered by the component sustaining a "Downtime". See relevant component's Service Metrics and Service Credits. Customers may be subject to claims under the specific failed component's claim policy.

Private Cloud – Small Private Cloud

Additional Definitions:

"Small Private Cloud" refers to the product offering of Cloudlayer8 comprised of a set of Bare Metal servers, Dedicated Storage and hypervisor guest OS.

"Bare Metal Servers" refers to Bare Metal servers offered by Cloudlayer8 as "Professional (Pro) Series Bare Metal Servers" or "Bare Metal - Custom Bare Metal Servers"

"Hypervisor Guest OS" is the hypervisor software run on the Micro Private Cloud offering and maybe any of the supported hypervisor guest OS software offered by Cloudlayer8.

"Dedicated Storage" refers to the Tier-1 Enterprise Dedicate Storage add-on service offered by Cloudlayer8 as a dedicated storage assigned to customer and running on HP's 3PAR enterprise Tier-1 storage system or equivalent performance storage system.

“Downtime” is the total accumulated minutes during a billing month during which a Small Private Cloud component is unavailable due to a power or cooling failure or any other reason defined in the affected component’s definition.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service credits are offered by the component or components sustaining a “Downtime”. See relevant component’s Service Metrics and Service Credits. Customers may be subject to claims under the specific failed component’s claim policy.

Private Cloud – Full Private Cloud

Additional Definitions:

“Full Private Cloud” refers to the product offering of Cloudlayer8 comprised of a set of Bare Metal servers, Dedicated Storage, hypervisor guest OS, cloud management software and managed services bundle of Cloudlayer8 Services.

“Bare Metal Servers” refers to Bare Metal servers offered by Cloudlayer8 as “Professional (Pro) Series Bare Metal Servers” or “Bare Metal - Custom Bare Metal Servers”

“Hypervisor Guest OS” is the hypervisor software run on the Micro Private Cloud offering and maybe any of the supported hypervisor guest OS software offered by Cloudlayer8.

“Dedicated Storage” refers to the Tier-1 Enterprise Dedicate Storage add-on service offered by Cloudlayer8 as a dedicated storage assigned to customer and running on HP’s 3PAR enterprise Tier-1 storage system or equivalent performance storage system.

“Cloud Management Software” refers to the proprietary software of the supported virtualization technology vendor partners of Cloudlayer8 that manage the guest OS hypervisor(s) and all relevant components

“Managed Services” is the Managed Service offering of Cloudlayer8 through which professional services team of Cloudlayer8 provides professional services to customers of Full Private Cloud

“Downtime” is the total accumulated minutes during a billing month during which a Full Private Cloud component is unavailable due to a power or cooling failure or any other reason defined in the affected component’s definition.

"Maximum Available Minutes" is the total time over a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit: Service Levels and Service credits are offered by the component or components sustaining a "Downtime". See relevant component's Service Metrics and Service Credits. Customers may be subject to claims under the specific failed component's claim policy.

Customers are also eligible for additional Service Credits as per the "Managed Services SLA".

Enterprise Shared Storage

Additional Definitions:

"Enterprise Shared Storage" refers to the product offering of Cloudlayer8, which provides SSD and Near Line (NL) high-performance persistent iSCSI or FC storage. FC or iSCSI based Block Storage LUNs are connected to authorized devices through redundant multi-path I/O (MPIO) connections.

"Durability" refers to the ability of a system to assure data is stored and data remains consistently on the system as long as it is not changed by legitimate access. Means that data should not get corrupted or disappears because of a system malfunction.

"Enterprise Shared Storage" is designed to provide a durability of 99.99999%

"Downtime" is the total accumulated minutes during a billing month during which Enterprise Shared Storage is unavailable due to a power, cooling or a network connectivity component failure.

"Maximum Available Minutes" is the total time over a billing month

"Monthly uptime percentage" is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Enterprise Shared Storage – Uptime SLA Metrics

Monthly Uptime Percentage	Service Credit
< 99.982%	10%

< 99.70%	30%

Dedicated

Bare Metal - Essential Series Dedicated Servers *(discontinued)*

Additional Definitions:

“Essential Series Dedicated Servers” refers to dedicated servers offered by Cloudlayer8 that have a product code starting with ESS, followed by a number. Example: ESS1.

“Single Electricity Power Supply” refers to the electricity power supplied to the dedicated server equipment over a single power electricity path, path A or path B.

“Dual or Redundant Electricity Power Supply” refers to the electricity power supplied to the customer equipment over a two, separate, redundant power electricity paths, path A and path B.

“Single PSU” refers to a server which is running with a single power supply unit that supplies electricity to the server over a single electricity power supply path.

“Downtime” is the total accumulated minutes during a billing month during which a dedicated server is unavailable due to a power or cooling failure.

"Maximum Available Minutes" is the total time over a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Essential Series Dedicated servers (single PSU) – Uptime SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.749%	10%
< 99.70%	30%

“Hardware failure” refers to an event were a dedicated server sustains a hardware failure in an extent that the dedicated server becomes unavailable.

Service Credit:

Essential Series Dedicated server are subject to a 24-hour hardware replacement SLA

Time in hours fixing hardware issue	Service Credit
> 4 hours	10%
> 6 hours	5% for every additional 60-minute interval

The above metric does not include the time required for:

- Perform additional software related maintenance
- Restoring from backups
- Cloning of hard drives
- Reloading the operating system
- Reloading and configuring applications
- Rebuilding RAID arrays

"Shared internet" refers to the internet connectivity service offered by Cloudlayer8 as part of a dedicated server package.

Service Credit:

Essential Series Dedicated Server shared internet SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.85%	20%

Bare Metal - Professional (Pro) Series Bare Metal Servers

Additional Definitions:

"Pro Series Bare Metal Servers" refers to Bare Metal servers offered by Cloudlayer8 that have a product code starting with PRO, followed by a number. Example: PRO1.

"Single Electricity Power Supply" refers to the electricity power supplied to the Bare Metal server equipment over a single power electricity path, path A or path B.

"Dual or Redundant Electricity Power Supply" refers to the electricity power supplied to the customer equipment over a two, separate, redundant power electricity paths, path A and path B.

"Dual or Redundant PSU" refers to a server which is running with 2x power supply units that supply electricity to the server over a 2x independent, isolated electricity power supply paths.

"Downtime" is the total accumulated minutes during a billing month during which a Bare Metal server is unavailable due to a power or cooling failure.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Pro Series Bare Metal servers (Dual or Redundant PSU) - Uptime SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.982%	10%
< 99.90%	30%

“Hardware failure” refers to an event were a Bare Metal server sustains a hardware failure in an extent that the Bare Metal server becomes unavailable.

Service Credit:

Pro Series Bare Metal servers are subject to a 2-hour hardware replacement SLA metric in case of a Hardware failure

Time in hours fixing hardware issue	Service Credit
> 2 hours	10%
> 4 hours	5% for every additional 30-minute interval

The above metric does not include the time required for:

- Perform additional software related maintenance
- Restoring from backups
- Cloning of hard drives
- Reloading the operating system
- Reloading and configuring applications
- Rebuilding RAID arrays

“Shared internet” refers to the internet connectivity service offered by Cloudlayer8 as part of a Bare Metal package.

Service Credit:

Pro Series Bare Metal Server Shared internet SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.85%	20%

Bare Metal - Custom Bare Metal Servers

Additional Definitions:

“Custom Bare Metal Servers” refers to Bare Metal servers offered by Cloudlayer8 which are not any of the standard Bare Metal servers offered by Cloudlayer8.

“Standard Component” refers to part of a Bare Metal server, which is considered standard part by Cloudlayer8. Standard parts are considered standard when those parts are already part of an existing, Bare Metal package offered by Cloudlayer8. For example, a motherboard of a custom server is considered a Standard Component if the same motherboard model and type is already part of another standard Bare Metal package offered by Cloudlayer8.

“Single Electricity Power Supply” refers to the electricity power supplied to the Bare Metal server equipment over a single power electricity path, path A or path B.

“Dual or Redundant Electricity Power Supply” refers to the electricity power supplied to the customer equipment over a two, separate, redundant power electricity paths, path A and path B.

“Dual or Redundant PSU” refers to a server which is running with 2x power supply units that supply electricity to the server over a 2x independent, isolated electricity power supply paths.

“Downtime” is the total accumulated minutes during a billing month during which a Bare Metal server is unavailable due to a power or cooling failure.

"Maximum Available Minutes" is the total time over a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Custom Bare Metal servers with Dual or Redundant PSU – Uptime SLA metrics

Monthly Uptime Percentage	Service Credit

< 99.982%	10%
< 99.90%	30%

Custom Bare Metal servers with Single PSU – Uptime SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.749%	10%
< 99.70%	30%

The SLA metric only applies to hardware components that are classified by Cloudlayer8 as standard component.

"Hardware failure" refers to an event were a Bare Metal server sustains a hardware failure in an extent that the Bare Metal server becomes unavailable.

Service Credit:

Custom Bare Metal Standard Parts are subject to a hardware replacement SLA metric in case of a Hardware failure

Time in hours fixing hardware issue	Service Credit
> 2 hours*	10%
> 4 hours*	5% for every additional 30-minute interval

*The SLA metric only applies to hardware components that are classified by Cloudlayer8 as Standard Component.

The above metric does not include the time required for:

- Parts that are not considered as "Standard Parts"
- Perform additional software related maintenance
- Restoring from backups
- Cloning of hard drives
- Reloading the operating system
- Reloading and configuring applications
- Rebuilding RAID arrays

"Shared internet" refers to the internet connectivity service offered by Cloudlayer8 as part of a Bare Metal server package.

Service Credit:

Custom Bare Metal Server Shared internet SLA metrics

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.85%	20%

Storage

Additional Definitions:

"Dedicated Storage" refers to the Tier-1 Enterprise Dedicate Storage add-on service offered by Cloudlayer8 as a dedicated storage assigned to customer and running on HP's 3PAR enterprise Tier-1 storage system.

"Downtime" is the total accumulated minutes during a billing month during which Dedicated Storage is unavailable due to a power, cooling or network connectivity component failure.

"Maximum Available Minutes" means the total accumulated runtime minutes of the service during a billing month

"Monthly uptime percentage" is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Dedicated Storage

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.85%	30%

Colocation

Colocation Cabinets

Additional Definitions:

"Colocation Cabinets" refers to a set of services utilized by the client for colocation such as power electricity supply and cooling.

"Single Electricity Power Supply" refers to the electricity power supplied to the customer equipment over a single power electricity path, path A or path B.

"Dual or Redundant Electricity Power Supply" refers to the electricity power supplied to the customer equipment over a two, separate, redundant power electricity paths, path A and path B.

"Power Electricity Supply" refers to the electricity supplied to the collocated equipment of the customer over redundant power electricity supply.

"Downtime" is the total accumulated minutes during a billing month for a given colocation service during which a colocation service such as power electricity supply or cooling is unavailable.

"Maximum Available Minutes" means the total accumulated runtime minutes of the service during a billing month

"Monthly uptime percentage" is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Colocation Cabinets with equipment connected over redundant electricity power supply

Monthly Uptime Percentage	Service Credit
< 99.982%	10%
< 99.90%	30%

Colocation Cabinets with equipment connected over single electricity power supply

Monthly Uptime Percentage	Service Credit
< 99.749%	10%

< 99.70%	30%

"Cooling" refers to the temperature control supplied by the datacenter for maintaining normal temperature for the equipment, which is defined between 22 and 26 Celsius degrees.

"Maximum Cooling Deviation" refers to the maximum allowed deviation from the normal cooling range and defined as plus minus 10% (±10%)

Service Credit:

Colocation Cabinets cooling Service Credit

Maximum Cooling Deviation	Service Credit
< 10%	10%
< 20%	30%

"Humidity" refers to the amount of water vapor in the air and the normal acceptable range of humidity is defined between 35% and 65%.

"Maximum Humidity Deviation" refers to the maximum allowed deviation from the normal humidity range which is defined as plus minus 10% (±10%)

Service Credit:

Colocation Cabinets Humidity Service Credit

Monthly Uptime Percentage	Service Credit
< 10%	10%
< 20%	30%

Private Suites

Additional Definitions:

"Private Suites" refers to a set of services utilized by the client for colocation such as power electricity supply and cooling within areas designated as Private Suites.

"Single Electricity Power Supply" refers to the electricity power supplied to the customer equipment over a single power electricity path, path A or path B.

“Dual or Redundant Electricity Power Supply” refers to the electricity power supplied to the customer equipment over a two, separate, redundant power electricity paths, path A and path B.

“Power Electricity Supply” refers to the electricity supplied to the collocated equipment of the customer over redundant power electricity supply.

“Downtime” is the total accumulated minutes during a billing month for a given colocation service during which a colocation service such as power electricity supply or cooling is unavailable.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Private Suites colocation with equipment connected over redundant electricity power supply

Monthly Uptime Percentage	Service Credit
< 99.982%	10%
< 99.90%	30%

Private Suites colocation with equipment connected over single electricity power supply

Monthly Uptime Percentage	Service Credit
< 99.749%	10%
< 99.70%	30%

“Cooling” refers to the temperature control supplied by the datacenter for maintaining normal temperature for the equipment, which is defined between 22 and 26 Celsius degrees.

“Maximum Cooling Deviation” refers to the maximum allowed deviation from the normal cooling range and defined as plus minus 10% (±10%)

Service Credit:

Private Suites colocation cooling Service Credit

Maximum Cooling Deviation	Service Credit
< 10%	10%
< 20%	30%

"Humidity" refers to the amount of water vapor in the air and the normal acceptable range of humidity is defined between 35% and 65%.

"Maximum Humidity Deviation" refers to the maximum allowed deviation from the normal humidity range which is defined as plus minus 10% (±10%)

Service Credit:

Private Suites colocation Service Humidity Service Credit

Monthly Uptime Percentage	Service Credit
< 10%	10%
< 20%	30%

Disaster Recovery

"Disaster Recovery hot seats" refer to disaster recovery seats reserved for a customer subscribed for disaster recovery hot seats and are maintained by Cloudlayer8 for customers during a disaster recovery / business continuity scenario.

"Disaster Recovery cold seats" refer to disaster recovery seats reserved for a customer subscribed for a disaster recovery cold seat and are maintained by Cloudlayer8. Customers are required to bring their own equipment and are responsible for arranging internet / telephony services.

"Seat allocation ratio" refers to the hot seat allocation ration between multiple customers. Cloudlayer8 provides industry-leading maximum of 4:1 sharing ratio.

"Seat allocation metric" refers to the time required by Cloudlayer8 to provide a seat.

Service Credit:

Disaster Recovery seat allocation time frame metric

Hot / Cold seat allocation	Service Credit

> 2 hours	10%
> 4 hours	10% for every additional 30-minute interval

Connectivity - Dedicated Internet

"Dedicated Internet" refers to the internet connectivity service offered by third party Internet Service Provider(s) while and terminated to customer equipment by Cloudlayer8.

"Downtime" is the total accumulated minutes during a billing month during which Dedicated Internet connection used for External Connectivity is unavailable due to a power, cooling or network connectivity component failure.

Service Credit:

Dedicated Internet: Cloudlayer8 provides custom SLA metrics and contract on an ad-hoc basis. Please contact us for more details

Connectivity - P2P Line

"Dedicated P2P Line" refers to the dedicated, point to point layer 2 connectivity service offered by third party Internet Service Provider(s) while and terminated to customer equipment by Cloudlayer8.

"Network Connectivity Component" refers to the equipment installed and maintained by Cloudlayer8 for providing the P2P Line to the Customer.

"Downtime" is the total accumulated minutes during a billing month during which Dedicated P2P Line is unavailable due to a power, cooling or network connectivity component failure.

Service Credit:

Dedicated P2P Line: Cloudlayer8 provides custom SLA metrics and contract on an ad-hoc basis. Please contact us for more details

Nexus As A Service

Additional Definitions:

"Nexus As A Service context" refers to the Nexus As A Service add-on service offered by Cloudlayer8 as a dedicated device context running on Cisco Nexus 7k.

"Downtime" is the total accumulated minutes during a billing month during which Nexus As A Service context is unavailable due to a power, cooling or network connectivity component failure.

“Maximum Available Minutes” means the total accumulated runtime minutes of the service during a billing month

“Monthly uptime percentage” is calculated using the following formula

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

Nexus As A service

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.85%	30%

Security

E-mail Security – Managed e-mail security

Additional Definitions:

“Terms of Service” are the General Terms and Conditions which the customer has accepted as part of the onboarding process for Proofpoint essentials.

“Managed e-mail security” refers to Cloudlayer8 managed e-mail protection solution powered by Proofpoint essentials.

“Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the Proofpoint Essentials Service (“Service”) may be performed. The Scheduled Maintenance Window shall be posted at the Proofpoint Essentials support site.

“Emergency Maintenance” means any time outside of Scheduled Maintenance Window that Proofpoint is required to apply urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required, Proofpoint will provide the expected start time and the planned duration of the Emergency Maintenance and if Proofpoint expects the Service to be unavailable during the Emergency Maintenance through the Proofpoint Essentials support site.

“System Availability” means the percentage of total time during which the Service is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance.

“Customer Obligations” are the obligation of the customer that must be satisfied for a claim to be valid. Customer accepts and understands the terms of service, obligations and credits and claims as per details found here.

“Service Credit” means the percentage of the monthly fees paid or payable for the Service that is awarded to Customer for a validated claim associated with the Service related to breach of the applicable SLA during that month for incidences where system was not available.

Service Credit:

In any calendar month the SLA is not met and if Customer has fulfilled all of its obligations under the Agreement and the SLA, Customer will be provided with a Service Credit for the month in which the failure to meet the SLA has occurred. The Service Credit will be calculated in accordance with the tables in Section 3 of this live document here.

Cloudlayer8 is solely responsible for providing Service Credit to Customer. Cloudlayer8 and Proofpoint shall abide by the requirements in the applicable Channel Partner Guide between Channel Partner and Proofpoint.

In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly fee for the Service.

Any Service Credits earned by Customer hereunder will be applied to the fees owed by Customer for the next Service subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for the next subscription period. If Service Credits cannot be applied to future fees because the Agreement has terminated due to Proofpoint’s breach of the Agreement, Customer will be paid the amount of the Service Credit.

SLA Claims:

Details on SLA Claims may be found here or here

E-mail Security – Self-Managed e-mail security

Additional Definitions:

“Terms of Service” are the General Terms and Conditions which the customer has accepted as part of the onboarding process for Proofpoint hosted service.

"Emergency Maintenance" means any time outside of Scheduled Maintenance Window that Proofpoint is required to apply urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required, Proofpoint will contact Customer and provide the expected start time and the planned duration of the Emergency Maintenance and if Proofpoint expects the Hosted Service to be unavailable during the Emergency Maintenance.

“Customer Obligations” are the obligation of the customer that must be satisfied for a claim to be valid. Customer accepts and understands the terms of service, obligations and credits and claims as per details found here

“Service Credit” means the percentage of the monthly Subscription Fees paid or payable for the Hosted Service product that is awarded to Customer for a validated claim associated with that portion of the Hosted Service related to breach of the applicable SLA during that month for incidences where system was not available.

Service Credit:

In any given month, Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly Subscription Fee for the nonconforming Hosted Service product.

Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Hosted Service product subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for an Extension Term. If Service Credits cannot be applied to future Subscription Fees because the Agreement has terminated due to Proofpoint's breach of the Agreement, Proofpoint will promptly pay Customer the amount of the Services Credit.

SLA Claims:

Details on SLA Claims may be found here or here

DDoS Protection – Website Protection

"DDoS Protection – Website Protection" is the service provided by Cloudlayer8 with strategic partnership with Imperva Incapsula.

Service Credit:

Service Credits as well as Service Metrics are decided through a back to back agreement at point of Sales and agreed between the customer, Cloudlayer8 and Incapsula.

DDoS Protection – Infrastructure Protection

"DDoS Protection – Infrastructure Protection" is the service provided by Cloudlayer8 with strategic partnership with Imperva Incapsula.

Service Credits as well as Service Metrics are decided through a back to back agreement at point of Sales and agreed between the customer, Cloudlayer8 and Incapsula.

Appendix 1 – Virus Detection and Blocking and Spam Effectiveness.

For the Hosted Exchange service, you may be eligible for Service Credits if Cloudlayer8 does not meet the Service Level for:

1) Virus Detection and Blocking,
2) Spam Effectiveness,
3) False Positive

If a single incident causes Cloudlayer8 to fail more than one of the above metrics, may only make one Service Credit claim for that incident per Service.

Definitions

1. **Virus Detection and Blocking Service Level**
    a. "Virus Detection and Blocking" is defined as the detection and blocking of Viruses by the filters to prevent infection. "Viruses" is defined also as known malware, which includes viruses, worms, and Trojan horses.
    b. A Virus is considered known when widely used commercial virus scanning engines can detect the virus and the detection capability is available.
    c. The Virus must have been scanned by the provided engine of Cloudlayer8
    d. The Virus Detection and Blocking Service Level shall not apply to:
        i. Forms of email abuse not classified as malware, such as spam, phishing, scams, adware, spyware, where due to its targeted nature or limited use is not known to the publicly known anti-virus community and thus not tracked by anti-virus products as a virus.
        ii. Corrupt, defective, truncated, or encrypted viruses contained in NDRs, notifications, or bounced emails.

2. **Spam Effectiveness Service Level**
    a. "Spam Effectiveness" is defined as the percentage of inbound spam detected by Cloudlayer8's antispam system, measured on a daily basis.
    b. The spam message must be processed by our service and should not be corrupt, malformed, truncated or in any way unreadable by Cloudlayer8's engines.
    c. The Spam Effectiveness Service Level excludes email containing non-English content.
    d. Classification of spam is subjective, while Cloudlayer8 will make a good faith estimation of the spam capture rate based on evidence supplied by you.
    e. The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month's Spam Effectiveness	Service Credit
>30%	30%
>50%	50%
100%	100%