Service Level Agreement (SLA)

<u>Commitment</u>
Green Cloud commits to Customer that the Green Cloud network and the Green Cloud infrastructure supporting Cloud Services will be available at all times (100% uptime) excluding maintenance periods.

<u>Definitions</u>
The Green Cloud "network" is defined as the data network from the virtual server environment to the outer most port of the Green Cloud owned routing infrastructure.

The Green Cloud "infrastructure" is defined as the compute, storage, switching, and routing equipment owned and maintained by Green Cloud.

"Availability" of the Green Cloud network specifically excludes any public Internet Service Providers (ISPs) ability to provide consistent or stable network access from the Customer premise to the Green Cloud network and/or infrastructure.

> For Infrastructure as a Service (IaaS) products and Desktop as a Service (DaaS) products, e.g. hybrid cloud, virtual machine(s), virtual data center, bulk resources, Secure Enterprise Cloud, or Secure CloudDesk, "availability" refers to the percentage of a particular month that the customer's cloud service is available for access by the Green Cloud monitoring systems, excluding periods of Scheduled Maintenance;

> For Disaster Recovery as a Service (DRaaS) and Backup as a Service (BaaS) products, e.g. ServeRestore, *Express*Restore, vStream Recover, ReVive, "availability" refers to the percentage of a particular month that the replication target is available for inbound replication from Customers, excluding periods of Scheduled Maintenance;

<u>Service Level Objectives</u>
Green Cloud commits to making available the entirety of its network and infrastructure at all times, outside of maintenance periods. However, from time to time, individual components or Customer services may fail or become unusable, impacting the Customer's ability to use those services.

Green Cloud offers various Service Options to support and complement the Customer's business continuity plan; and based on the Customer's subscription, commits to certain service level objectives, particularly: Restore Time Objective.

The Restore Time Objective (RTO) is the timeframe to fully restore a given server, virtual appliance, or service from the time the failure is reported.

Table1. Restore Time Objectives by Product

Product	Service Option	RTO
Infrastructure as a Service (IaaS) - Virtual Server and Bulk Resources	Default (Snapshot)	None
	24 Hour (Snapshot)	24 Hrs
	6 Hour (Snapshot)	6 Hrs
	Standard IaaS Backup	Self Service
	Replicated IaaS Backup	Self Service
	Replication**	<15 Min
Disaster Recovery as a Service (DRaaS) – ServeRestore	Backup Only	None
	Default	4 Hrs*
Disaster Recovery as a Service (DRaaS) – ExpressRestore	Default	<15 Min
Networking & Security	*Same as lowest subscribed IaaS RTO*	

*based on average; customer-specific RTO is defined per-server in the Customer Mock Restore Summary
**Delivered by coupling IaaS with DRaaS - ExpressRestore

Scheduled and Emergency Maintenance

Service Provider reserves the right to make unavailable servers, applications, or hardware supporting the Cloud Services in order to conduct routine maintenance ("Scheduled Maintenance") during designated maintenance periods. Service Provider will not be responsible for any damages or costs incurred by Customer, if any, for Scheduled Maintenance.

Maintenance periods are limited to the time of day between 12:00 a.m. (Eastern) and 6:00 a.m. (Eastern) wherein planned upgrades, patches, replacements, removals, and failover testing may be made to the Green Cloud network or Green Cloud infrastructure.

In the event that the network or infrastructure becomes unavailable outside of the designated maintenance period ("Emergency Maintenance"), Green Cloud guarantees restoration or repair within the time period specified for each Service Level Objective to which the Customer has subscribed. Service Level Objective time periods (e.g. Response Time and Restore Time) and begin from the time the Incident is received via email or telephone by Green Cloud from Customer. See "Service Level Objectives."

If specific Service Level Objectives are not selected by the Customer and, instead, the Customer utilizes default Service Options, Green Cloud shall use best efforts to restore services based on SLO and Incident Priority levels (see "Support Services").

System Event Notification

Green Cloud will make available to the Customer, through subscription, the Scheduled Maintenance calendar, as well as brief descriptions of the type of maintenance to be performed, the services impacted, and expectations for downtime.

In the event that any Cloud Services become unavailable, Green Cloud will notify the Customer, through subscription, the type of Incident, the services impacted, and timeframe expectations for restoration. Customer can and should subscribe to system event notifications at http://status.grncld.net.

<u>Remedies</u>
If Green Cloud fails to uphold the Service Level Agreement, the Customer may be eligible for a service credit, which will be a percentage of the Monthly Recurring Charges (MRCs) for only those Services impacted by the failure.

Any and all service credit requests must be submitted by Customer to the Green Cloud Operations team via telephone or email within ten (10) days following the end of the incident. Requests must include the date and time of the unavailability of services. You must show that your use of the Cloud Server was adversely affected in some way as a result of the downtime to be eligible for the credit. Requests will be reviewed for approval within thirty (30) days of receipt.

Customer is eligible for Service Credit for the dollar amount equal to that service's Monthly Recurring Charge divided by 720, for every hour of downtime. In other words, for every hour of downtime, one hour of MRC may be credited.

If there is a breach of any subscribed SLO, on a per service basis, Customer is also eligible for Service Credit equal to 2.5% percent of that service's Monthly Recurring Charges for every hour of downtime.

For remedy calculation purposes, "downtime" starts from the time that the services' unavailability is reported to Green Cloud Operations by the Customer, and ends when Green Cloud confirms restoration of services.

All billing credits are applied at the end of the billing cycle during which the notification of failure was received.

SLA Remedy Limitations. Customer is not entitled to any credits if the account is delinquent or in breach of the terms of this agreement. If failure occurred as a result of Customer's misuse, deliberate, or unintentional action outside of the Acceptable Usage, Customer is not entitled to Service Credits.

This Service Level Agreement is your sole and exclusive remedy for any Green Cloud failure as defined above. Notwithstanding anything in this Services Agreement to the contrary, the maximum total Service Credit for the monthly billing period, including all guaranties, shall not exceed 100% of your monthly recurring charges for that billing period. Service Credits that would be available but for this limitation will not be carried forward to future billing periods.

The Service Provider's performance under this Service Level Agreement, in whole or in part, is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar emergency beyond the parties' control, making it impossible, illegal, or commercially inadvisable, or which materially affects a party's ability to perform its obligations under this agreement in whole or in part.

Maintenance Policy

Support Request Procedures. Green Cloud will provide support during its normal business hours in response to telephone and email queries from Authorized Users as described in this Guide.

Incident Resolution

If an Authorized User identifies an Incident, Customer will report the Error to Green Cloud upon discovery via by telephone or email. Customer will provide all information reasonably requested by Green Cloud and will give Green Cloud assistance and co-operation to enable Green Cloud to properly perform the activities included in this Attachment.

An "Incident" is an event where the Cloud Services do not perform substantially as described in the Service Level Agreement. Green Cloud will assign a Priority and work to resolve reported Errors as follows:

- Priority 1 (Critical): An Incident that causes an emergency condition preventing access to the Cloud Services or loss of critical functions which prevent Customer from conducting any normal business operations. Green Cloud will give first priority to resolving Priority 1 issues. If Green Cloud is able to provide a workaround for a Priority 1 Incident, it may be downgraded.
- Priority 2 (High): An Incident that prevents the use of one or more functions of the Cloud Services, and significantly impacts the Customer by preventing some normal business operations.
- Priority 3 (Medium): An Incident that impacts the use of one or more functions of the Cloud Services, but does not prevent the Customer from conducting normal business operations.
- Priority 4 (Low): An Incident that does not affect a Customer's use of the Cloud Services.

Incident Response Time and Resolution Time Objectives:

Priority	Response Time Objective	Resolution Time Objective
P1 - Urgent	15 minutes	1 hour
P2 - High	30 minutes	4 hours
P3 - Medium	60 minutes	24 hours
P4 - Low	120 minutes	48 hours

Business Continuity Plan

Incidents impacting more than one Customer may invoke the Green Cloud Business Continuity Plan. Depending on the severity level, initial notification will be made via the Green Cloud public "Operational Status" web page at http://status.grncld.net. Green Cloud recommends that all Customers subscribe to updates via the Operational Status web page. For more details, see "Business Continuity Plan."

Support Services Availability

Business Hours
Green Cloud Operations staffs a centralized support desk to handle all Incidents and Change Management requests during defined business hours. Business hours are currently defined as Monday through Friday, 7:00am until 9:00pm Eastern time. All Incidents, new customer provisioning, and change management requests are addressed during this time.

On-Call Hours
Outside of Business Hours, Operations is available to answer incoming telephone calls for Priority 1 (Urgent) service impacting Incidents. Lower priority incidents, unscheduled Change Management requests, and incoming email messages may be deferred until normal business hours, at Operations management's discretion.

Change Management requests may be scheduled outside of business hours at the request of the Customer, with Operations management approval, and are subject to a Change Request and/or Professional Services fee.

Support Exceptions
Green Cloud will not be responsible or liability with respect to any problems or issues arising from
(i) unauthorized or improper use of the Cloud Services;
(ii) modification, alteration or configuration of the Cloud Services by or for Customer that has not been authorized in writing by Green Cloud,
(iii) hardware, software, technology or intellectual property which has not been provided by Green Cloud pursuant to this Agreement,
(iv) communications facilities;
(v) any breach of this Agreement by Customer, or any act or omission of any Authorized User which, if performed or omitted by Customer would be a material breach of this Agreement, and/or
(vi) any act or omission of Customer or any Authorized User that prevents, delays, disturbs or interferes with Green Cloud's performance of its obligations hereunder.

Change Management
Customer may request from time-to-time adjustments or modifications to Cloud Services, including adds, changes, and disconnections. Depending on the category of change request, Green Cloud may assess a one-time, non-recurring Service Change Fee, or change request fee as described herin.

- "Simple" change requests have little to no technical or logistical complexity and typically result in no or insignificant adjustment to the services' monthly recurring charges. A simple change request does not require service re-provisioning, network redesign, or system downtime.
- "Normal" change requests have some technical and/or logistical complexity and may result in a significant adjustment to the services' monthly recurring charges. A normal change request requires either service re-provisioning, network redesign, or system downtime.
- "Complex" change requests require approval prior to completion through a written Statement of Work.
- "Move" requests require 30 days advanced written notification and when Green Cloud is providing bandwidth or networking services, a 60 days advanced written notification is required to schedule the transfer of the underlying facilities.

Change Request Type	Service Fee
SIMPLE	$25
NORMAL	$150
COMPLEX	Requires Statement of Work
MOVE	Same as first Install Fee