



cywestEdge Cloud and ISVN Service Level Agreement (SLA) Policy

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SCOPE

This document applies to cywestEdge Cloud and ISVN Services purchased by You, and supplements any signed *Master Service Agreement* and the *cywestEdge Cloud Hosting and Delivery Policies* incorporated into Your order. Capitalized terms that are not otherwise defined in this *cywestEdge Cloud and ISVNService Level Agreement Policy* shall have the meaning ascribed to them in the cywestEdge agreement, Your order or the policy, as applicable.

1 cywestEdge CLOUD SECURITY POLICY

1.1 Physical Security Safeguards

In accordance with reasonable practices, cywestEdge provides secured computing facilities for both office locations and production Cloud and ISVN infrastructures.

2 cywestEdge CLOUD and ISVN SERVICES CONTINUITY POLICY

cywestEdge Cloud and ISVN Services may be provisioned at multiple data centers, and depending on product capability, availability, and customer solution design, You may be able to configure such Cloud and ISVN Services with disaster recovery capabilities. You are solely responsible for any such post provisioning configuration, data backups, and execution of disaster recovery activities.

2.1 cywestEdge CLOUD SERVICES HIGH AVAILABILITY STRATEGY

Delivery Policies: cywestEdge Cloud and ISVN Services are designed to maintain service availability in the case of an incident affecting the services.

3 cywestEdge CLOUD AND ISVN SERVICES LEVEL AGREEMENT POLICY

This section (cywestEdge CLOUD AND ISVN SERVICES LEVEL AGREEMENT POLICY) sets forth the Service Level Agreements that cywestEdge makes available for cywestEdge Cloud and ISVN Services. Except as described in this section (cywestEdge CLOUD AND ISVN SERVICES LEVEL AGREEMENT POLICY), or as otherwise may be specified in Your order for cywestEdge Cloud and ISVN Services, cywestEdge does not provide a Service Level Agreement with a financial remedy (i.e., Service Credits) for any cywestEdge Cloud and ISVN Services.

3.1 Definitions

The following terms apply to all of the subsections within this section (cywestEdge Cloud and ISVN Service Level Agreement Policy).

- “cywestEdge” refers to a physical data center region and is used to represent Cywest Communications, Inc. for purposes of this document.
- “StrongBox” is a logical representation of Compute and Memory resources, which stacked together, represent a virtual data center (vDC).
- “TicketSys” refers to Cywest’s patented ticket portal and intelligent notification system.
- “SIMPLE” (which is also referred to as Software Interface Module Program for Leading Edges) and represents Cywest’s patent-pending user interface to cywestEdge virtual data center resources.
- “ISVN” (which is also referred to as Integrated Services Virtual Network) and represents Cywest’s implementation of a private network to customer branch offices and cywestEdge regions.
- “vDC” refers to one or more virtual data centers located within a cywestEdge region. vDCs are separate from each other and fault tolerant.
- “Block Size” refers to the maximum length of a sequence of bytes or bits (specifically for data transmission and storage).
- “IOPS” (which is also referred to as input/output operations per second) is a metric used to characterize performance of storage devices such as hard disks (HDD), solid state drives (SSD) and storage area networks (SAN).
- “Non-Compliant Service” refers to a deployed (i.e., provisioned) cywestEdge Cloud and/or ISVN Services for which the applicable Service Commitment under this section (cywestEdge Cloud and ISVN Service Level Agreement Policy) is not met.
- “Region” refers to a localized geographic area in which one or more cywestEdge data centers are located.
- “Service Commitment” refers to the service level objective (also referred to in the *cywestEdge Cloud Hosting and Delivery Policies*, as a Cloud Service’s “Target Service Availability Level” or “Target Service Uptime”) applicable to a Service Level Agreement, as set forth and defined below for each cywestEdge Service). The Service Commitment is typically expressed as a percentage as part of a Service Level Agreement.
- “Service Level Agreement” refers to a service level agreement applicable to a Cloud Service, which may include an Availability Service Level Agreement, a Manageability Service Level Agreement and/or a Performance Service Level Agreement, as set forth below for each such cywestEdge Service.
- “Activation” and “Activated” refers to the status that all cywestEdge services have been installed to completion as determined by Cywest, and where customer has accepted such services as installed and fully functional.

3.2 Service Credits

This subsection (Service Credits) sets forth the terms regarding the grant to You of service credits (“Service Credits”) under a Service Level Agreement set forth in this section (cywestEdge Cloud and ISVN Service Level Agreement Policy) arising from cywestEdge’s failure to meet a Service Commitment with respect to an applicable cywestEdge Service. The grant of these Service Credits are **YOUR EXCLUSIVE REMEDY AND cywestEdge's ENTIRE LIABILITY** when cywestEdge has not met a Service Commitment for a Service Level Agreement under this section (cywestEdge Cloud and ISVN Service Level Agreement Policy). Service Credits will only be provided for the specific Cloud Service for which the applicable Service Commitment has not been met.

Subject to the last sentence of this paragraph, cywestEdge will calculate Service Credits as a percentage of the net fees paid by You for the quantity of the relevant Non-Compliant Service that is actually used during a Measured Period (as defined below), with the (i) percentage amount (the “Service Credit Percentage”) as set forth in the Service Commitment specified for such Cloud Service in this section (cywestEdge Cloud and ISVN Service Level Agreement Policy), and (ii) the fees and usage based on the rate(s) and metric(s) set forth for such Cloud Service in Your order (pro-rated as necessary). A “Measured Period” is a calendar month during which (A) You have deployed and Activated the applicable cywestEdge Service pursuant to the application of cywestEdge Monthly or Annual Universal Credits for the cywestEdge Service, and (B) the applicable Service Commitment for such Service was missed. In no event may the cumulative Service Credits granted under this section (cywestEdge Cloud and ISVN Service Level Agreement Policy) for a Non-Compliant Service exceed the net fees paid for the quantity of such Non-Compliant Service that is actually used in the applicable Measured Period.

With respect to cywestEdge Services purchased under a Pay as You Go Model, and outside a valid cywestEdge Master Service Agreement (MSA), such services do not qualify for Service Credits.

With respect to cywestEdge Services purchased under a valid MSA, any Service Credits will be subtracted from Your invoice for such cywestEdge Services under the applicable order in the calendar month following cywestEdge’s approval of Your claim. If at the end of the Services Period in which the Services Credits were granted, You have any remaining unused Service Credits, and You execute a replenishment order under a valid cywestEdge term contract, then such Service Credits will be carried forward into the replenishment order’s Services Period, and subtracted from Your first invoice for Cloud Services acquired under such replenishment order. If at the end of the Services Period in which the Services Credits were granted, You have any remaining unused credits, and You do not execute a replenishment order under a valid cywestEdge term contract, then cywestEdge will work with You to either apply such credit towards other cywestEdge products or services, or refund amounts related to such credits.

3.3 Claims

In order to be considered to receive Service Credits, You must file a claim with cywestEdge in accordance with the terms listed in this subsection. You must submit the claim either through the cywestEdge Ticketsys portal or by contacting Your account manager and You must include all of the information required for cywestEdge to validate the claim, including but not limited to:

- the name of Your cywestEdge Cloud Service that did not meet its Service Commitment for the applicable Service Level Agreement;
- a detailed description of the circumstances for Your claim that such Cloud Service did not meet its Service Commitment for the applicable Service Level Agreement;
- information regarding the time and duration of the downtime that caused such Cloud Service not to meet its Service Commitment for the applicable Service Level Agreement;
- the Region in which such Cloud Service did not meet its Service Commitment for the applicable Service Level Agreement;
- a description of Your attempts to resolve the issue that caused such Cloud Service not to meet its Service Commitment for the applicable Service Level Agreement at the time of the occurrence of such issue; and
- relevant documentation/logs (such as audit console and OS events/logs) that can confirm that such Cloud Service did not meet its Service Commitment for the applicable Service Level Agreement.

In order for cywestEdge to consider a claim, cywestEdge must receive the claim within sixty (60) calendar days from when the issue occurred that caused Your cywestEdge Cloud Service not to meet its Service Commitment for the applicable Service Level Agreement. A preexisting ticket within the Ticketsys portal of the reported problem must exist that would pair with any claims. cywestEdge will use commercially reasonable efforts to process a claim within sixty (60) days of cywestEdge's receipt of such claim. You must continue to be in compliance with the cywestEdge MSA referenced in Your order for You to be eligible to receive Service Credits.

3.4 Resolution of Conflicting Service Level Agreement Offering

cywestEdge may offer several different Service Level Agreements for a cywestEdge Service under this document. Notwithstanding anything to the contrary, if as a result of an incident, You are entitled to receive Service Credits for a particular Cloud Service under multiple Service Level Agreements described in this document, then You may receive Service Credits only under the Service Level Agreement for such Cloud Service which provides for the highest amount of Service Credits to You, but You may not recover Service Credits for such Cloud Service under multiple Service Level Agreements for the same incident.

In addition, notwithstanding anything to the contrary, if Your order with cywestEdge provides a right to receive a higher amount of Service Credits in the event of an incident with a Service, then You may receive Service Credits only under the provision which provides for the highest amount of Services Credits to You for such Service, but You may not recover Service Credits under multiple provisions for the same event (i.e., You may not recover Service Credits for such Service under both such order and this document for the same incident).

In no event may You receive more Service Credits than equate to the fees paid by You for the quantity of the applicable Non-Compliant Service that is actually used in the relevant Measured Period.

3.5 Common Exclusions

A Service Level Agreement (and Service Commitment therein) for a cywestEdge Service does not apply to any unavailability, suspension or termination of the applicable Non- Compliant Service, or any other performance issue that results from the following (each a “Common Exclusion” and, collectively the “Common Exclusions”):

- Your equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within cywestEdge’s direct control);
- For Cloud Services that are inter-related (i.e., such Cloud Services operationally interface with, or are functionally dependent on, one another), if cywestEdge determines the failure of one Service (the “Primary Service”) to meet its Service Commitment is the root cause of any unavailability of the other Service (the “Inter-Related Unavailability”), then You may receive Service Credits as a result of the Inter-Related Unavailability only for the Primary Service, but not such other Cloud Service (i.e., the Inter-Related Unavailability will be excluded from the calculation of whether or not such other Cloud Service meets its Service Commitment);
- Any actions or inactions of You, Your Users or any third party (other than any cywestEdge agents and contractors who cywestEdge has engaged to perform the applicable Service) (e.g., denying or disabling access to the Services, restarting, stopping, or patching an application or database, filling up storage, mis-configuring application parameters, installation of third party agents/software, mis-configuring security groups, private network configurations within a vDC or credential settings, disabling encryption keys or making the encryption keys inaccessible, not allocating adequate resources for Your workload, mis-configuring network firewall policy, routing to network firewalls or exceeding service instance limits including excessive use of snapshots, backup processes, bandwidth capacity, throughput, maximum connections, and/or exceeding limits specified in Your order for the Service, third party malicious acts against You or Your Users, etc.); and
- Anything that is excluded from Unplanned Downtime as described in Section 3.3 (Unplanned Downtime) of the *cywestEdge Cloud Hosting and Delivery Policies* (provided that, for the purposes of Your order of a cywestEdge Service, the Common Exclusions will not include any unavailability of such Service to the extent it results from a maintenance period that was not selected or otherwise agreed to by You).
- As a matter of corporate policy, cywestEdge automatically consolidates and removes snapshots after 5 business days. Any requests to extend snapshots beyond the defined corporate policy will result in a Common Exclusion during the period in which snapshots remain beyond 5 business days.

In addition, if the failure to meet the Service Commitment applicable to a Service is impacted by factors other than those used in cywestEdge’s calculation, then cywestEdge may issue Service Credits for the applicable Service considering such factors at cywestEdge’s discretion.

The Service Level Agreements for Services under this section (cywestEdge Cloud and ISVN Service Level Agreement Policy) are contingent on Your adherence to cywestEdge’s recommended minimum technical configuration requirements for accessing and using the applicable Services from Your network infrastructure and Your user workstations as set forth in the information supplied during the Order Process.

3.6 Use of cywestEdge SIMPLE Interface

cywestEdge SIMPLE interface is a tool offered to customers in order to simplify the management of cloud and vDC resources. SIMPLE is licensed to customers to be used within cywestEdge only. SIMPLE is a powerful customer tool that enables the management of complex cloud and vDC environments and must be used by qualified personnel that Customer designates. Customer assumes all liability in the use of SIMPLE when committing changes to cloud elements including, but not limited to: virtual machine operating systems, virtual machine hardware, application changes, virtual machine creation or destruction, StrongBox changes, and those items listed in subsection 3.5 (Common Exclusions) of this section (cywestEdge Cloud and ISVN Service Level Agreement Policy).

3.7 Service Level Agreements

This subsection (Service Level Agreements) sets forth the cywestEdge Cloud and ISVN Services that offer Service Level Agreements and are eligible to submit claims for Service Credits if their respective Service Commitments are not met.

Under this subsection, a Cloud Service may receive one or more of the following types of Service Level Agreements:

- an availability Service Level Agreement (“Availability Service Level Agreement”),
- a manageability Service Level Agreement (“Manageability Service Level Agreement”), and
- a performance Service Level Agreement (“Performance Service Level Agreement”).

Not all of the foregoing types of Service Level Agreements are available for every Service under this section (cywestEdge Cloud and ISVN Service Level Agreement Policy). The applicability of a specific type of Service Level Agreement to a Service, and the terms describing such Service Level Agreements, are specified for each Service in the subsections below.

3.7.1 cywestEdge ISVN – Network Availability

Availability Service Level Agreement

With respect to the ISVN (Network Availability) Service for which the Availability Service Level Agreement under this subsection applies, Service Levels do not apply to third party or off-net services, or during periods of force majeure or Service Maintenance (“Common Exclusions”). cywestEdge maintenance logs and trouble ticketing systems will be used for calculating any Service Level events. Customer’s sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any) applicable to the affected Service.

In the event that cywestEdge services become Unavailable as defined by Unplanned Downtime as described in Section 3.3 (Unplanned Downtime) of the *cywestEdge Cloud Hosting and Delivery Policies* for reasons other than Common Exclusions, Customer will be entitled to a service credit off the MRC for the affected and specific Services based on the cumulative Unplanned Downtime of the Service in a given calendar month as set forth below. For purposes of these Service Levels, “E2E” means end to end, and includes the cywestEdge services plus any Off-Net Services, taken together when the applicable cywestEdge ISVN Service cannot be accessed. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

Any Unplanned Downtime or Unavailable minutes to cywestEdge ISVN Services as a result of Customer management errors and/or customer maintenance events will not qualify for service credits.

For cywestEdge ISVN Serviceability:

SLA Boundary	Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
Domestic US Only	0:04:19 – 00:43:00	5%
Domestic US and International	00:43:01 – 04:00:00	10%
	04:00:01 – 12:00:00	30%
	12:00:01 or greater	50%

For E2E cywestEdge ISVN Serviceability:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01– 00:43:00	No Credit
0:43:01– 04:00:00	10%
04:00:01 – 12:00:00	30%
12:00:01+	50%

3.7.2 **cywestEdge Cloud and ISVN Services – TicketSys Minute Response Time (MRT) Support**

Performance Service Level Agreement

With respect to the (TicketSys MRT Support) Service for which the Performance Service Level Agreement under this subsection applies, service levels are based on a per-incident, or per-ticket basis. No incidences or tickets will be considered valid outside of the cywestEdge TicketSys portal. You will be entitled to a service credit off of the Service Support Agreement, or the TicketSys per-ticket charge, whichever is appropriate, as set forth below:

During Regular Business Hours (9am – 5pm, Mountain*)

Monthly Service Parameter	Time Measurement	Monthly Average of Tickets	Monthly or Ticket Service Level Credit
Ticket Creation by Alert System	0sec-10sec	99%	10%
Ticket Creation by Phone	0sec-10sec	99%	10%
Ticket Assignment and Response	15 minutes	99%	100%

*Note: Outside of Regular Business Hours, guarantees only apply to tickets escalated by customer.

3.7.3 cywestEdge Cloud Infrastructure - Block Volume - Gigabyte Storage Capacity per Month

With respect to cywestEdge Services purchased under a Pay as You Go Model, and outside a valid cywestEdge Master Service Agreement (MSA), Availability and Performance Service Level Agreements are not guaranteed.

Availability Service Level Agreement

With respect to the (Block Volume - Gigabyte Storage Capacity per Month) Cloud Service for which the Availability Service Level Agreement under this subsection applies, cywestEdge will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the “Service Commitment”). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	100%

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- “Monthly Uptime Percentage” is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- “Unavailable” means any time when all of the attached volumes of the applicable Cloud Service perform zero read write IO with pending IO in the queue. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

3.7.4 cywestEdge Cloud Infrastructure - Block Volume Performance - Performance Units Per Gigabyte Per Month

With respect to cywestEdge Services purchased under a Pay as You Go Model, and outside a valid cywestEdge Master Service Agreement (MSA), Availability and Performance Service Level Agreements are not guaranteed.

Availability Service Level Agreement

With respect to a Cloud Service (Block Volume Performance - Performance Units Per Gigabyte Per Month) for which the Availability Service Level Agreement under this subsection applies, cywestEdge will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the “Service Commitment”). In the event an applicable Cloud Service does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant

Service, with the Service Credit Percentage determined as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	100%

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- “Monthly Uptime Percentage” is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- “Unavailable” means any time when all of the attached volumes of the applicable Cloud Service perform zero read write IO with pending IO in the queue. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

Performance Service Level Agreement

With respect to a Cloud Service (Block Volume Performance - Performance Units Per Gigabyte Per Month) for which the Performance Service Level Agreement under this subsection applies, cywestEdge will use commercially reasonable efforts to deliver the performance of Block Volumes utilized in each such Cloud Service at a Monthly Performance Rate (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Performance Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	100%

The following terms apply to the Performance Service Level Agreement for the applicable Cloud Service mentioned above:

- “Block Volume IOPS” is defined as IOPS that is measured at 4K Block Size. The Block Volume IOPS will vary with the Block Size; You should refer to the table (cywestEdge Block Volume Performance) below for the IOPS of the specified Block Size.
- “Block Volume Performance Decay Rate” means the percentage value corresponding to: (i) the total number of hours in a calendar month during which the IOPS of a single Block Volume of the applicable Cloud Service is less than 90% of the minimum Block Volume IOPS published by cywestEdge divided by, (ii) the total number of hours in such calendar month. This excludes circumstances resulting directly or indirectly from any Common Exclusion and any time while a backup or snapshot is performed.

- “Monthly Performance Rate” is calculated by subtracting from 100%, the Block Volume Performance Decay Rate for a calendar month of the applicable Cloud Service.

cywestEdge Block Volume Performance

Storage Tier	Max Throughput	Max Throughput	Max IOPS
	(1 MB block size)	(8 KB block size)	(4 KB block size)
	Pay As You Go	12MB/s	12MB/s
Standard	100MB/s	80MB/s	10,000
Ent. Level 1	150MB/s	120MB/s	15,000
Ent. Level 2	200MB/s	160MB/s	20,000

*Please Note: For Pay As You Go Models all volumes are capped at 4KB block sizes and 3,000 IOPS, or 12MB/s.

3.7.5 cywestEdge Cloud Infrastructure - Network Firewall

Availability Service Level Agreement

With respect to a Cloud Service (Network Firewall) for which the Availability Service Level Agreement under this subsection applies, cywestEdge will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the “Service Commitment”). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	100%

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- “Monthly Uptime Percentage” is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- “Unavailable” means a minute period when Your instance of the applicable Cloud Service fails to process all the packets routed to it. If no packets are routed to Your instance of the applicable Cloud Service during the minute, then such Cloud Service is considered available during the minute. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

4 cywestEdge CLOUD AND ISVN CHANGE MANAGEMENT POLICY

4.1 Emergency Maintenance

For cywestEdge Cloud and ISVN Services - cywestEdge will work to provide prior notice for any emergency maintenance requiring a service interruption.

4.2 Data Center Migrations

For cywestEdge Cloud Infrastructure - For data center migrations for purposes other than disaster recovery, cywestEdge will provide prior notice to You.

4.3 Service Change Notification

cywestEdge will provide You with no less than 12 months advance notice prior to the date when the Cloud Services are no longer generally available as a service (i.e., cywestEdge will no longer support, or make available for use, any versions of the Cloud Services). cywestEdge will also provide You with no less than 12 months advance notice prior to the date of removing or changing an existing API of a Cloud Service that You have deployed which requires You to materially update the code of Your application(s) which interface(s) with such Cloud Service (i.e., a material break of the API).

5 cywestEdge CLOUD SUSPENSION AND TERMINATION POLICY


The first paragraph of section 6.1 of the *cywestEdge Cloud Hosting and Delivery Policies* does not apply to cywestEdge Cloud Service.

The second paragraph of section 6.1 of the *cywestEdge Cloud Hosting and Delivery Policies* does not apply to cywestEdge Cloud Services.



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