



# MANAGED SERVICES SLA POLICY

## NOVEMBER 2020 - REV20201116

This Service Level Agreement (“SLA”) is a policy governing the use of Managed Services (“Managed Services”) provided by OpenNebula Systems (“ONE”) in accordance with the Subscription Agreement (“Subscription Agreement”). ONE provides Managed Services as described in the then-current Managed Services Guide subject to the terms and conditions of this SLA Policy and the Subscription Agreement under which Subscriber has purchased such Services. All capitalized terms not defined in this SLA have the meaning ascribed to them in the Agreement.

### 1. Definitions

“**Monthly Charges**” are monthly prorated Managed Services charges pursuant to the Subscription Agreement under which the Managed Services is performed. It excludes any other one-time or subscription payments.

“**Availability Percentage**” means 100% minus the percentage of full minutes during the calendar month in which all requests to the production deployment of the Hosted Software failed.

“**Scheduled Downtime**” means scheduled Cloud Services maintenance, updates and upgrades.

“**Service Credit**” is a credit, calculated as set forth below, that ONE may apply to the Customer.

“**Service Unavailability**” means experiencing a complete loss of external connectivity for 10 or more consecutive minutes excluding Scheduled Downtime.

### 2. Service Commitment

2.1. ONE will use commercially reasonable efforts to make the cloud service available with a Monthly Availability Percentage of:

DATA PLANE Virtualization, network and storage for instances.	99.9%
CONTROL PLANE Submission and management of running instances.	99%

### 3. Service Credits

3.1. The following Service Credits are your sole and exclusive remedy and ONE’s sole and exclusive liability for any Service Unavailability that occurs under this SLA. They are aggregate Service Credits amounts regardless of the number of Service Unavailability events per Term.

Service Availability Percentage	Service Credit
99%- 99.9%	10% of Monthly Charges
90%- 99%	25% of Monthly Charges
< 90%	50% of Monthly Charges

3.2. ONE shall apply the Service Credits against the Monthly Charges for the affected production environment paid by the Customer. Service Credits shall not entitle the Customer to any refund or other payment from ONE. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Subscription Agreement, the Subscriber’s sole and exclusive remedy for any unavailability or non-performance of the Managed Services or other failure by ONE to provide the Managed Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA, or termination and suspension of the Customer’s use of the Managed Services in accordance with the terms of the Subscription Agreement.

#### **4. SLA Exclusions**

4.1. This SLA and any applicable Service Commitments do not apply to any performance or availability issues that occur during periods of Scheduled Maintenance, and arising out of:

- a) Any factors beyond our reasonable control including but not limited to natural disaster, war, acts of terrorism, riots, government action, infrastructure outages, failure of network or compute device, including at your site, on a cloud provider or between your site or the cloud provider and our data center, or any Force Majeure Event;
- b) Any infrastructure component configuration other than the front-end and hypervisor nodes - for instance, network switches;
- c) Your use of services, hardware, or software not provided by ONE, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- d) Your use of the cloud inconsistent with applicable documentation and guidance provided by ONE in connection with the Managed Services;
- e) Your action (or inaction when required), including failure to properly configure your assets (virtual or physical), failure to follow applicable policies, including acceptable use, failure to provision adequate bandwidth or compute resources, failure to secure your credentials, and failure to follow required security practices;
- f) Your violation of the terms of the Subscription Agreement, or your suspension in accordance with the terms of the Subscription Agreement, that occur during periods of Scheduled Maintenance.

#### **5. Service Credit Claims**

5.1. You may initiate a claim for Service Credit by opening a support case. To help us evaluate your request, please include detailed information substantiating the claim, including:

- Description of the incident that you believe caused the Service Unavailability
- Time and region.
- Impacted VMs and users.
- Screenshots that depict your attempt to use the Service and the response from Service - Any applicable log files.

5.2. The Service Credit will be applied as a credit in the next subscription term immediately following the term in which the Service Credit request is recognized and must be used in the same term in which it is applied or it is void. Service Credits apply only to fees paid for the service that experienced the service unavailability.

5.3. You must submit a Service Credit claim within 30 days from the date of the service unavailability.

5.4. Once you provide all the information in the claim, we will process the claim within 30 days from the day when the last supporting documentation is received.

#### **6. Modifications**

6.1. ONE may make periodic changes to this SLA. In these cases, ONE will make available a new copy of the SLA in the Customer Portal. Upon posting, these changes will become effective for new accounts. For pre-existing accounts, the changes will become effective 30 days after posting.