

dinServer SLA

1.0 Overview

The SLA is between dinCloud, Inc. (“dinCloud”) as the service provider and Client, customer of the virtualized server service.

2.0 Service Description

Server virtualization (“dinServer”) uses specially designed software to convert one physical server into multiple virtual machines. Each virtual server acts like a unique physical device, capable of running its own operating system. Depending on the Services, dinServer may consist of a dedicated server system for your use only, or the right to use certain parts of a shared system that dinCloud maintains for many Clients, or a combination of some dedicated elements and some shared elements.

3.0 System and Service Availability

We guarantee that the dinServer service will be available 99.95% of the time in a given billing cycle barring any planned maintenance windows. If we fail to meet this guarantee, you will be eligible to receive a credit to your account, in accordance with the chart in section 4.0 below.

We guarantee that the following services will be available per the chart below in a given billing cycle barring any planned maintenance windows.

Service	Service Availability (%)
Power Availability	>99.999%
Temperature and Humidity Availability	>99.99%
Cross Connect Availability	>99.99%
dinCloud hosted infrastructure (servers, desktops, storage & network)	>99.95%

Planned maintenance - Regularly scheduled system maintenance windows take place from 12:00 a.m. – 6:00 a.m. on Fridays, Saturdays and Sundays. dinCloud will announce all disruptive system maintenance changes at least three (3) days in advance on the dinCloud Service Status website. Notification will be sent to the Client's e-mail group(s). Emergency maintenance is exempt from SLA

4.0 Service Credit

Service Credit is the percentage of the monthly service fees for the Service that is credited to Client for a validated claim.

In order to be eligible to submit a claim with respect to any incident, the Client must first have notified Client support of the incident, using the procedures set forth by dinCloud, within five business (5) days following the incident.

To submit a claim, Client must contact dinCloud’s support and provide notice of its intention to submit a claim. In the event of a discrepancy, Client must provide to dinCloud’s support all reasonable details regarding the claim, which may include but are not limited to, detailed descriptions of the incident(s), the duration of the incident, network traceroutes, the URL(s) affected and any attempts made by Client to resolve the incident.

In order for dinCloud to consider a claim, Client must submit the claim, including sufficient evidence to support the claim, by the end of the billing. dinCloud will use all information reasonably available to validate claims and make a good faith judgment whether the SLA and Service Levels apply to the claim. Service Credit exclusions include but are not limited to the following:

1. Those resulting from Client’s or third party hardware or software;
2. Those resulting from actions or inactions of Client or third parties;
3. Those caused by Client’s use of the Service after dinCloud advised Client to modify its use of the Service, if Client did not modify its use as advised;
4. Those caused during beta and trial Services (as determined by dinCloud); or
5. Those attributable to the acts or omissions of Client or Client’s employees, agents, contractors, or vendors, or anyone gaining access to dinCloud’s Service by means of Client’s passwords or equipment.

The amount and method of calculation of Service Credits is described below. Service Credits are Client’s sole and exclusive remedy for any violation of this SLA.

The Service Credits awarded in any billing month shall not, under any circumstance, exceed Client’s monthly Service fees. dinCloud’s maximum liability for any claim whatsoever is limited to the amount paid by client during the two (2) months immediate preceding the cause giving rise to the claim. No claim may be brought against dinCloud more than thirty (30) days after the accrual of the claim

Service Credits for this SLA will only be calculated against monthly fees associated with the dinServer service. Service Level means standards dinCloud chooses to adhere to and by which it measures the level of service it provides as specifically set forth below:

“Maximum Connectivity Minutes” is the total accumulated minutes during a billing month. Maximum Connectivity Minutes is measured from start of the billing cycle.

“Connectivity Downtime” is the total accumulated minutes when Client has no external connectivity.

“Monthly Connectivity Uptime Percentage” for a specific Client is the total number of Maximum Connectivity

Minutes less Connectivity Downtime divided by Maximum Connectivity Minutes for a billing month for a given subscription of dinCloud Services. It is calculated by the following formula:

(Maximum Connectivity Minutes – Connectivity Downtime)

Maximum Connectivity Minutes Monthly Uptime Percentage	Service Credit
<99.95%	5%

5.0 dinCloud Responsibility

1. Silver Support 8am to 5pm (end user’s local time, U.S. only), Monday through Friday, excluding federal holidays.
2. Gold Support 7am to 7pm (end user’s local time, U.S. only), Monday through Friday, excluding federal holidays. Advanced expertise is available if scheduled in advanced.
3. Platinum Support 24 hours a day, 7 calendar days a week. Advanced expertise is available if scheduled in advanced.

If Support concludes that the issue is outside of dinCloud’s control, charges will be assessed at the rate of \$125.00 per hour.

6.0 Client Responsibility

Include but are not limited to the following:

- Provide dinCloud with a point of contact, including appropriate contact information (e-mail and phone)
- Perform all traditional system administration activities such as operating system administration, application administration and file/level backup and restoration. dinCloud manages up to the OS and provides an availability SLA up to the Hypervisor
- Apply application updates and security patches so as to mitigate any malicious breaches or other issues which could affect dinCloud’s operation
- Manage any firewall for the machines, including all firewall policies dinCloud necessary to implement the desired level of monitoring/alerting
- Client agrees to utilize the service in a manner that does not compromise the service or violate security or other applicable policies
- Give any security incident the highest priority and report any such incident to dinCloud immediately and/or respond to an inquiry from dinCloud immediately
- Ensure any non-dinCloud provided software applications on the machines are appropriately licensed
- Ensure all use of the machines follows all dinCloud policies, state and federal laws and regulations
- Ensure data management policies are in compliance with dinCloud policies, state and federal laws and regulations (it is the Client's responsibility to erase data prior to decommissioning a machine)
- (If necessary) shut down individual machines or applications during scheduled disruptive maintenance
- Work with dinCloud to determine an optimal network design specific to Client

7.0 Subject to Change

This online SLA is subject to change at any time by dinCloud. No material changes will be made, and Client will receive an e-mail notification of such changes fourteen (14) days prior to them taking effect.

8.0 SLA Calculator

SLA Equation:

$$\text{Service Credit}(\$) = \frac{((U - A) \times C \times MRC)}{10000}$$

$$\text{Actual Uptime} = \frac{((30 \times 24 \times 60) - P)}{(30 \times 24 \times 60)} \times 100$$

dinCloud's promised level of service(U) is 99.95% and service credit (C) is 5% of MRC.

Legends:

"U" is the Service Level Performance Measure (%) below which Service Credits become payable i.e. 99.95%

"A" is the Actual Service Level (%) for a Service Period

"C" is the Service Credit (%) payable if the Actual Service Level falls below the Promised Level of Service

"MRC" is the current Month Recurring Charges during the Service Period

"P" is a span of time (in minutes) when service fell below the Promised Level of Service

Assumptions: One month is equal to 30 days. One day is equal to 24 hours. One hour is equal to 60 minutes. Number of minutes in one month is **43200** ($30 \times 24 \times 60$)

SLA Sample Equation: Let's suppose service for customer A has MRC of \$40,000 and was down for **3 hours**, the below would be the calculation for the service credit.

$$A = \frac{((30 \times 24 \times 60) - 180)}{(30 \times 24 \times 60)} \times 100$$

$$A = 99.58\%$$

$$\text{Service Credit}(\$) = \frac{((99.95 - 99.58) \times 5 \times 40000)}{10000}$$

$$\text{Service Credit} = \$7.3$$