

SERVICE LEVEL AGREEMENT

1. **Introduction.** This Service Level Agreement for Virtuozzo Hybrid Cloud Services (this “SLA”) is an integral part of Customer’s Agreement with Virtuozzo (the “Agreement”). In the event of a conflict between the terms of this SLA and the Agreement, the terms and conditions of this SLA shall apply, but only to the extent of such conflict.

Capitalized terms used but not defined in this SLA shall have the meaning assigned to them in the Agreement. This SLA applies to Virtuozzo Hybrid Cloud Services (“VHC”) but does not apply to separately branded services made available with or connected to VHC or to any on-premises software that is part of VHC.

Virtuozzo reserves the right, from time to time, to update, revise, supplement, and otherwise modify this SLA. Virtuozzo shall communicate changes to this SLA by posting the new version of this SLA on its website <https://www.virtuozzo.com/legal.html> or as otherwise determined by Virtuozzo in its sole discretion. Such updated SLA will be immediately effective for the Customer after publication and Customer’s continued use of VHC after such notification of any changes to this SLA will constitute Customer’s acceptance of such changes.

2. **Definitions.** Certain capitalized terms, if not otherwise defined, shall have the meanings set forth below in this Clause 2:

1. **“Incident”** means (i) any single event, or (ii) any set of events, that result in Unavailability.

2. **“Monthly Availability Rate”** means the total number of minutes in the respective month minus the number of minutes of Unavailability in the same month, divided by the total number of minutes in the month and multiplied by 100.

Example of the calculation:

Monthly availability rate % = (total number of minutes – Unavailability minutes) / total number of minutes X 100

3. **“Monthly Service Fees”** means the total fees paid by Customer for VHC that are applied to the month in which a Service Credit is owed.

4. **“Service Credit”** means a percentage of the Monthly Service Fees credited to the Customer after the claim is approved by Virtuozzo.

5. **“Service Level(s)”** means the performance metric(s) set forth in this SLA that Virtuozzo agrees to meet in the delivery of the Services.

6. **“Unavailability”** means the period of time with loss of access to the Instance(s) or the self-service panel for more than five (5) consecutive minutes.

3. Service Levels

In performance of the Services, Virtuozzo shall use its reasonable endeavours to meet the following Service Level targets:

(a) Self-service panel: Monthly Availability Rate: 99.9%

(b) Instances: Monthly Availability Rate: 99.9%

The Service Level targets are subject to the exclusions listed in Clause 6 and provided that the Customer works with Virtuozzo to restore the Service in the event of Unavailability.

Service Level targets do not apply to the availability of components that are under the responsibility of the Customer, in particular the software or applications installed and used by the Customer on the Instance. In the event of a change of Instance, the Customer is responsible for reinstalling or reinitialising their software and application and restoring the data and information that were stored on it.

Virtuozzo operates monitoring activity for VHC and provides technical tools that enable the Customer to monitor Instances, in particular via PING requests. The Service Level targets defined herein do not apply in cases where Virtuozzo is unable to perform the technical operations necessary to monitor Instances as a result of the Customer's configuration of the Instance.

4. Procedure in case of Unavailability:

Virtuozzo provides the availability status of VHC and announcements of any planned maintenance in the Availability Dashboard accessible through <https://www.virtuozzo.com/virtuozzo-hybrid-cloud/status/>

If the Customer experiences Incident, Customer shall immediately notify Virtuozzo by raising a support ticket at <https://www.virtuozzo.com/support>. When creating the ticket, Customer shall provide Virtuozzo with all relevant information about the Incident that is reasonably considered by Virtuozzo as relevant and useful for the diagnosis and intervention by Virtuozzo. If the information provided by the Customer is not enough for Virtuozzo to undertake the necessary actions to resolve the issue, Virtuozzo shall promptly notify Customer. The Customer shall fully collaborate with Virtuozzo in any case of Unavailability, including but not limited to remaining at Virtuozzo's disposal at any time, by providing further information and carrying out all the necessary tests and checks as requested by Virtuozzo. If necessary, the Customer shall give access to Virtuozzo to its Self-service panel on the Platform. If the Customer does not collaborate with Virtuozzo, Customer cannot benefit from the Service Level targets defined in Clause3.

If Virtuozzo confirms an Unavailability, it will complete the diagnostic and work in collaboration with the Customer to re-establish availability.

5. Service Credits

If Virtuozzo fails to achieve the Service Level targets defined in Clause 3 and due to such failure by Virtuozzo Customer experiences an Unavailability, the Customer may, subject to the exclusions listed in this SLA, make a claim to Virtuozzo for Service Credits at the following amount:

Monthly availability rate less than	Monthly availability equal to or greater than	Service Credit
99.9%	99.0%	10%
99.0%	93.0%	30%
93%	0%	100%

In order for Virtuozzo to consider a claim for Service Credits, Customer must submit the claim to Customer Support team at Virtuozzo and to provide all information necessary for Virtuozzo 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 Unavailability;
- (iii) the number and location(s) of affected users (if applicable); and
- (iv) descriptions of Customer's attempts to resolve the Incident at the time of occurrence.

Virtuozzo shall evaluate all information reasonably available to Virtuozzo and make a good faith determination of whether a Service Credit is owed. Virtuozzo shall use reasonable efforts to process claims during the month following the validation of the claim. In order to be eligible for a Service Credit, Customer must be in compliance with the Agreement and this SLA. If Virtuozzo reasonably determines that a Service Credit is owed to Customer, Virtuozzo will apply the Service Credit to Customer's Monthly Service Fees.

Following Virtuozzo's determination that a Service Credit is owed to the Customer, Virtuozzo shall offset the amount of the Service Credit from the Customer's next monthly invoice. If Customer purchased a Service from a Reseller, Customer would receive a Service Credit directly from Customer's Reseller and the Reseller will receive a Service Credit from Virtuozzo.

The aggregate maximum number of Service Credits to be issued by Virtuozzo to Customer for any and all Unavailability that occurs in a single Monthly Service Fee will not exceed 100% of the amount due by Customer for the VHC for the applicable Monthly Service Fee.

Customer will not be eligible to receive a Service Credit if: (i) Customer's has any due or late payments for the VHC (ii) Customer is in violation of the Agreement and the SLA during the time of the incident, or (iii) the incident was due to Customer's failure to meet Customer's responsibilities as set forth in the Agreement.

Any request by the Customer for Service Credit must be sent to Virtuozzo within one month of the closure of the support ticket to which the Service Credit relates.

Service Credits are Customer's sole and exclusive remedy for any Unavailability of VHC under the Agreement and this SLA. Customer may not unilaterally offset Customer's Monthly Service Fees for any Incident related to Unavailability.

6. Exclusions. The Customer may not claim Service Credits as outlined in Clause 5 in cases when the Unavailability is related, in whole or in part, to:

- (i) Factors and events outside of Virtuozzo's reasonable control, including but not limited to events of force majeure, actions of a third party or network issues;
- (ii) the malfunction or misuse of hardware or software under the control of the Customer (in particular applications running on the Instance), including Customer's hardware or software or any third-party hardware or software;
- (iii) a breach of the obligations of the Customer under the Agreement, Virtuozzo Hybrid Cloud Terms and Conditions, or this SLA;
- (iv) failure by Customer to collaborate with Virtuozzo to resolve the Incident;
- (v) the misuse or inappropriate use of VHC by the Customer, including but not limited to misuse of the Instance or the Platform;
- (vi) any planned maintenance of VHC announced by Virtuozzo;

- (vii) Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to Virtuozzo's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices;
- (viii) an interruption caused by Virtuozzo's intervention under conditions set out in the Agreement or Virtuozzo Hybrid Cloud Terms, which entitle Virtuozzo to suspend or restrict access to certain Instances;
- (ix) computer hacking or piracy;
- (x) your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the VHC in a manner inconsistent with the features and functionality of the VHC (for example, attempts to perform operations that are not supported);
- (xi) result from faulty input, instructions, or arguments (for example, requests to access files that do not exist) and;
- (xii) Unavailability arising from Customer's use of an outdated release of the VHC or third-party software, or any failure to install a material update to either of the foregoing.

In cases when the Unavailability is related to such exclusions, with the exception of point (vi), Virtuozzo reserves the right to invoice the Customer for the cost of the work done to re-establish the availability of the Instance. Virtuozzo shall provide a quotation for such work which shall be sent to the Customer for approval.

Virtuozzo shall use all reasonable endeavours to establish the cause of the Unavailability, and to confirm which exclusion set out in this SLA applies. Virtuozzo shall be permitted to use components in its information system (such as connection data) for this purpose.

7. Support

The table below outlines the support provided by Virtuozzo to Customer for VHC, subject to the terms and conditions of the Agreement and in accordance with the then applicable Support Policy provided at www.virtuozzo.com/products/virtuozzo-hybrid-cloud.html:

The specific terms and conditions for VHC are outlined here: [Virtuozzo Hybrid Cloud Services Terms and Conditions – Virtuozzo](#)

Component	Virtuozzo Hybrid Cloud	VHC Premium- Support for Hybrid Cloud
Pricing	included	custom
Monitoring	24/7 Monitoring and resolution in the event of hardware or infrastructure management platform failures	24/7 Monitoring and resolution in the event of hardware or infrastructure management platform failures
Proactive notification	Service status	Service status
Online / self services	Online support guides/FAQ	Online support guides/FAQ
Customer service	email	Email, live chat, telephone

SLA	local business hours support, response time next business day	tiered SLA according to premium support plan ordered
Add-on Services	none	Technical account manager according to premium support plans, regular service reviews and recommendations, access to PS services