

Quadris Cloud Service Level Agreement

1 Definitions and Interpretation

1.1 In these terms and conditions, the following words have the meanings given:

"Claim" means a claim submitted by Customer to Quadris pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.

"Customer" refers to the organization that has entered into the Agreement.

"Downtime" means the accumulated minutes during a billing month that the Service is not available to the Customer, subject to the SLA Exclusions.

"Support" means the services by which Quadris may provide assistance to Customer to resolve issues with the Services.

"External Connectivity" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"Incident" refers to any failure of the Quadris Cloud platform, including the inability of the Customer to connect to their Virtual Network, or the failure of any Service Resource, including degradation of performance of the Service or Service Resource.

"Outage" means any set of circumstances resulting in a failure to meet a Service Level.

"Quadris Cloud Console" or "Console" means the web interface, provided by Quadris, through which customers may manage the Service.

"Service" or "Services" refers to a Service provided by Quadris to the Customer via the Console pursuant to the Agreement for which an SLA is provided below.

"Service Resource" the compute, storage, network and other resources that the Customer may provision as part of the Service, from the Console. They exclude issues with third party software, including operating systems, and services that the Customer installs or connects with from the Service.

"Service Credit" is the percentage of the monthly service fees for the affected Service that is credited to Customer for a validated Claim.

"Service Level" means standards Quadris chooses to adhere to and by which it measures the level of service it provides for each Service as specifically set forth below.

"Support Request" refers to help requested by the Customer in the use of the Service. This excludes third party software and services that the Customer installs or attempts to connect to their Virtual Network.

"Virtual Network" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Quadris Cloud.

2 Availability SLA Exclusions

The following issues that impact availability of the Quadris Cloud are excluded from this SLA:

- 2.1 Due to factors outside Quadris' reasonable control (for example, a network or device failure external to Quadris' data centers, including at Customer's site or between Customer's site and Quadris' data center);
- 2.2 Use of the Service during any trial period;
- 2.3 Use of the Service while payments for prior use of the Service remain unpaid by the Customer;
- 2.4 Use of third party software or services installed by the Customer on their virtual Quadris Cloud network;
- 2.5 Use of the Service that does not meet our Acceptable Use Policy or in a manner inconsistent with the features and functionality of the Service or any published documentation or guidance;
- 2.6 Use of the Service that is not in accordance with any advice or instruction provided by Quadris;
- 2.7 Use of the Service while Quadris has implemented controls in reaction to the Customer breaching the Acceptable Use Policy or exceeding reasonable levels of use;
- 2.8 Security incident related performance issues where the Customer's virtual network has been compromised by unauthorised parties due to failure by the Customer to follow effective security practices.
- 2.9 Use of programmatic and human input instructions or inputs that are found to contain faults or are illogical.

3 Service Credit Claims

- 3.1 In order for Quadris to consider a Claim, Customer must submit the Claim to Quadris within one month of the end of the billing month in which the Outage that is the subject of the Claim occurs. Customer must provide to Customer Support all information necessary for Quadris to validate the Claim, including but not limited to detailed descriptions of the Outage, the time and duration of the Outage, the affected resources or operations, and any attempts made by Customer to resolve the Outage
- 3.2 Quadris will use all information reasonably available to it to validate the Claim and to determine whether any Service Credits are due.
- 3.3 Service Credits apply only to fees paid for the particular Service for which a Service Level has not been met.

4 Service Credits

- 4.1 The amount and method of calculation of Service Credits is described below in connection with each Service.
- 4.2 Service Credits are Customer's sole and exclusive remedy for any failure to meet any Service Level. Service Credits are only to be used against future Service Charges and are not redeemable in any other way.
- 4.3 The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed Customer's monthly service fees that Service or Service Resource, as applicable, in the billing month.

5 Availability SLA Details

- 5.1 We guarantee you will have connectivity to the Quadris Cloud at least 99.99% of the time, where connectivity is bi-directional network traffic between your virtual machines and other IP addresses using TCP or UDP network protocols unless a firewall is configured to block these protocols. If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees.
- 5.2 Availability for a month shall be calculated following the end of that month using the formula: -

$$\text{"Availability"} = (A - B) / A \times 100$$

Where:

A = total available minutes in the billing month.

B = Minutes of Downtime (other than periods of unavailability due to the reasons set out in clause 2.)

5.3 The following Service Credits are applicable for this Availability SLA:

Availability	Service Credit
99% to <99.99%	10%
95% to <99%	25%
<95%	50%

6 Incident Response SLA Details

Quadris aims to respond to all Incidents the Customer may experience with the Service or Service Resources according to the Support Service purchased by the Customer. Response times are shown below for each Support Service:

	Standard	Advanced	Enterprise
Support Window	8am - 6pm Monday – Friday excluding UK public holidays	7am to 10pm, Mon to Sun inclusive, excluding UK public holidays	24 x 7 x 365
Incident Response	1 hour	1 hour	1 hour
Support Request	8 hour	4 hour	1 hour