



Service Level Agreement

Please refer to the 85under terms of use. The 85under terms of use document provides the same guaranty for cloud85 as 85under does for other hosting / colocation services. This includes:

Network

Our network uptime guaranty is 99.9% of the time in any given monthly billing period, excluding scheduled maintenance. You may be notified of additional maintenance windows if they are needed to prevent extended down time.

Data Center Infrastructure

Power and cooling systems uptime is guaranteed 99.9% of the time per single billing period, excluding scheduled maintenance.

cloud85 Hosts

Hypervisor, compute and storage aspects are guaranteed to be online and available. We will return your host image to use within one hour of support ticket creation or identification of the issue.

Migration

If a cloud85 server migration is required, we will notify you within 24 hours of initiating the migration, unless we determine that it must happen sooner to protect your data. We will guarantee that your server is complete within 3 hours of beginning the migration. Clients with large or complex host images will be notified of longer down times.

Credits

You may contact us to request a credit in the event that you have experienced failure of these guarantees. Based on the outage experienced, you may claim a percentage of your monthly fee up to 100% of the month in question. Credits will consist of available funds in your 85under account to be redeemed on the following monthly billing cycles.

Network: Five percent (5%) of the fees for each hour of network downtime, up to 100% of the fees;

Data Center Infrastructure: Five percent (5%) of fees for each hour of infrastructure downtime, up to 100% of the fees;

Cloud Server Hosts: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees;

Migration: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees.

Definitions of Terms:

- "cloud server" is the virtual machine image or instance
- "cloud server host" is the physical server on which cloud server instances are running



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- "data center network" is the 85under network as it extends from the egress point of your cloud85 server host to the outbound port of the data center border router (whether internet or private link)
- "power" is the system of devices that includes UPSs, PDUs and cabling
- "scheduled maintenance" is maintenance that is announced at least 7 business days in advance, and that does not exceed sixty minutes in any calendar month.

Limitations

SLA credits will be denied if your account is delinquent or if you are in breach of our Terms of Use. This includes an outage due to disconnection related to delinquency or breach of Terms of Use.

Time: In order to be credited for SLA downtime, notify our offices and gain a support ticket number to time stamp your request within 30 days of your outage. In order to be eligible for the credit, you must show that your use of the cloud instance was adversely affected by the outage.

This Service Level Guaranty is your **sole and exclusive** remedy for cloud85 servers' unavailability.

The maximum allowed billing credit in any given calendar month will be the paid billing for the month with the outage in question. Quarterly and annual payments will be normalized into equally divided monthly periods. SLA credits will not exceed 100% of each monthly period cycle in which the outage occurred.

This SLA is subject to the terms indicated in our Terms of Use document.

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