

SERVICE LEVEL AGREEMENT LUXEMBOURG WEB SERVICES



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1. SERVICE LEVEL AGREEMENT LUXEMBOURG WEB SERVICES

This Service Level Agreement ("SLA") describes the performance criteria and support levels for the Luxembourg Web Service ("Service") provided by LuxNetwork S.A. to the Customer. Under this SLA, Customer may request LuxNetwork S.A. to grant credits ("Service Credits") for any failure to meet the quality parameters as defined in, and in accordance with, this SLA.

In case of any inconsistencies between the constituent parts of the Agreement, the following order of precedence shall apply: (i), the Service Order, (ii) the SLA.

This SLA is applicable only to Luxembourg Web Services (Jelastic Services)

1.1 SLA Eligibility

Customer will only be eligible for this SLA if:

- **Customer keeps LuxNetwork S.A. informed of current Customer contact details at all times.**

1.2 General Conditions

- **1. In order to make a valid claim for Service Credits, Customer needs to:**
 - open a trouble ticket within 72 hours of the fault specifying the affected Service and
 - make the claim in writing specifying the trouble ticket number within **ten (10) Business Days** (i) of opening the relevant trouble ticket; or (ii) if information maintained by LuxNetwork S.A. is required in respect of the claim, from the time when the required information is made available by LuxNetwork S.A..
- **2. The maximum amount of Service Credits payable to Customer in any calendar month under any and all the commitments set out in this SLA, shall, in aggregate, not exceed 50% of the Monthly Rental Charge for the specific Service Order.**
- **3. Service Credits shall be calculated by reference to the Monthly Rental Charge for the specific Service Order that Customer paid in the month prior to the month in which it requested the Service Credit. LuxNetwork S.A. data and log files shall be the sole basis for all SLA calculations and determinations.**
- **4. Customer agrees that Service Credits or equivalent payments made by Telecom Luxembourg Private Operator to Customer under this SLA shall be the sole and exclusive remedy available to Customer in respect of any failure by LuxNetwork S.A. to meet the Service parameters outlined below.**

1.3 NETWORK

1.3.1 Internal Network

The internal network includes cables, switches, routers, and firewalls within our network perimeter, under our exclusive control, or the control of our immediate upstream network partners.

1.3.1.1 Downtime

Internal network downtime exists when two Jelastic Cloud servers provided by LuxNetwork S.A. at the same hosting location cannot communicate with each other for a consecutive period in excess of fifteen (15) minutes due to a fault within the internal network. It does not cover any other reason for communication difficulties such as incorrect configuration on either server or firewall restrictions.

1.3.1.2 Guarantees

99,9% uptime for internal network connectivity.

1.3.1.3 Remedies

Service credits as a percentage of the total fees you consumed in our Jelastic Cloud services in the calendar month before the relevant outage:

Uptime	Credits from monthly fees
<99,9%	10%
<99.5%	25%
<95%	50%
<90%	100%

1.3.2 Internet/External Network

The Internet (External Network) includes third party networks between the internal network and end user Internet connections. It excludes end user Internet connections and their respective provider networks, as these are the exclusive remit of the respective end user connectivity provider (ISP) and cannot be influenced or circumvented by any hosting provider.

1.3.2.1 Downtime

External network downtime exists when a Jelastic Cloud server provided by Telecom Luxembourg Private Operator cannot send and receive data to and from the Internet for a consecutive period in excess of fifteen (15) minutes due to a fault within the external network. For practical purposes, a Jelastic Cloud server is **not** considered to be experiencing external network downtime providing that it can send and receive data to and from at least any two (2) major transit networks as defined by Telecom Luxembourg Private Operator.

1.3.2.2 Guarantees

99.8 % uptime in a calendar month

1.3.2.3 Remedies

Service credits as a percentage of the total fees you consumed in our Jelastic Cloud services in the calendar month before the relevant outage:

Uptime	Credits from monthly fees
Over 99.8%	--
<99.8%	10%
<99.5%	25%
<95%	50%
<90%	100%

7.4 CRITICAL INFRASTRUCTURE

Critical infrastructure includes power and HVAC, including UPS equipment and cabling, but excludes server hardware, software, and power supply units (PSUs).

7.4.1 Guarantees

99,9995% uptime for all critical infrastructure.

7.4.2 Downtime

Critical infrastructure downtime exists when your service is offline due to power or heat problems, and is measured from the first of (a) when infrastructure monitors alert our engineers, or (b) a technical support ticket is created to report a service problem with a critical infrastructure failure as the root cause.

7.4.3 Remedies

Service credits as a percentage of the total fees you consumed in our Jelastic Cloud services in the calendar month before the relevant outage:

Uptime	Credits from monthly fees
<99,9995%	10%
<99.5%	25%
<95%	50%
<90%	100%

7.5 PLATFORM UPTIME

Platform includes the physical hardware and any composite software layers such as virtualization and automation technology responsible for providing the Jelastic Cloud hosting service.

7.5.1 Guarantees

Downtime caused by platform defects will be corrected within a *maximum* time period from us identifying the specific fault for services:

- **ten (10) minutes.**

7.5.2 Downtime

Platform downtime exists when one or more Jelastic Cloud servers within your environment is not running and cannot be started due to hardware or underlying software layer problems, and is measured from the first of (a) when infrastructure monitors alert our engineers, or (b) a technical support ticket is created to report a service problem with a critical platform failure as the root cause.

7.5.1 Remedies

Service credits as a percentage of the total fees you consumed in our Jelastic Cloud services in the calendar month before the relevant outage:

Time to repair	Credits from monthly fees
<4 hours	10%
<12 hours	20%
Over 12 hours	50%

7.6 SUPPORT AND PLATFORM MANAGEMENT

Support and Platform Management refers to the technical assistance and administration conducted by us to help you with your Jelastic Cloud environments. It forms a critical part of our service to you and we know it makes the difference between your services working exactly as you need, or malfunctioning and causing hours of headaches for you and your clients.

7.6.1 Remedies

Support and Platform Management included FREE with our Jelastic Cloud hosting is comprised of the following in relation to your service provided by us:

- **Troubleshooting and resolution of issues affecting the operation of pre--installed software stacks (e.g. Apache, Nginx, Tomcat, MySQL)**
- **Upgrade, patching, configuration, and optimization of pre--installed software**
- **Expert advice for tuning/configuring pre--installed software stacks for optimum performance and stability (e.g. tuning MySQL configuration)**
- **Troubleshooting and resolution of all platform and related issues**

For the avoidance of doubt, this leaves the following as customer responsibilities:

- **Configuration tasks within the Jelastic dashboard interface (e.g. deploying a new server)**
- **Website and application software development / installation / debugging**
- **Operation of your own personal computer (we will try to assist with this where reasonably possible, but we cannot support problems with your personal computer).**

7.6.2 Guarantees

Support and Platform Management is provided on a 24x7x365 basis.

Although we aim to provide all customers with rapid and efficient technical assistance at all times, where response times are measured in minutes, we also guarantee that the **maximum** response time to any new support request will be as follows for services with:

- **High severity (e.g. your environment is down or unstable): four (4) hour maximum,**
- **Normal severity (e.g. assistance tuning MySQL): six (6) hours maximum,**
- **Low severity (e.g. feature request for Jelastic): twenty four (24) hours maximum,**

Response times are measured from the time a ticket is created in our helpdesk, until the time an engineer logs an initial response within the ticket. This response will usually indicate findings of the engineer's preliminary investigation into your issue.

We take responsibility for resolving a diverse range of issues of significantly varying complexity, so a reasonable time for resolving one issue is entirely unreasonable for resolving another. Therefore we are unable to guarantee support request resolution time (though other aspects of this SLA address fault repair guarantees). All of our engineers are technical experts in their field and we aim to resolve all issues as expeditiously as possible.

If we determine that multiple tickets are opened about the same or closely related issues we may merge the related tickets and reply to you only in one ticket. Any such superfluous tickets will be closed and excluded from this guarantee.

During the following holiday periods (exclusively) we operate with a reduced staffing level and may provide a reduced support service during which the maximum response time guarantee does not apply to low-

-priority tickets. This allows us to ensure we can maintain a high quality support service for all other issues. We will assess the severity of a ticket based on our reasonable understanding of the impact on a customer's business. All low-priority tickets will be responded to within two (2) hours of the relevant window ending, though in most cases will already have been handled during these windows.

- **Between 02:00, December 25th to 08:00, December 26th (UTC)**
- **Between 22:00, December 31st to 08:00, January 1st (UTC)**

7.6.3 Ticket Escalations

We offer a ticket escalation method for the majority of our services for use when an issue is having a significant impact upon your business. The ticket escalation method, if applicable to your service, is described in the automatic reply you will receive when opening a ticket. If your ticket is business critical we encourage you to escalate your ticket to ensure we can provide you with an even faster response than usual. In the vast majority of cases this is not necessary, but we have introduced this to provide added reassurance to our customers.

7.6.4 Remedies

Service credits as a percentage of the total fees you consumed by the relevant environment on our Jelastic Cloud services in the previous calendar month:

Response time outside guarantee by	Credits from monthly fees
<1 hour	2%
<4 hours	5%
Over 4 hours	10%