

Cloud Service SLA Declaration

Basic level of support for Cloud services (SLA 1)

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1. Definitions

In this document we will use following definitions:

- “Cloud Platform” – is hardware and software infrastructure maintained by Provider, used for provisioning of cloud server rental.
- “Cloud Server” – is a virtual server, with an installed operating system and defined hardware resources.
- “Cloud SaaS” – is a product (software or software package) of third parties, with preset functionalities, which is installed on one or more virtual servers.
- “Cloud Application” – is a virtual object, composed of one or more virtual elements (servers) and virtual network elements (gateways, firewall, switch, load balancer, etc.). All the components within an application are connected with each other in accordance with defined functionality.
- “HA” – means High Availability of the Cloud Platform based on redundant server and network infrastructure
- “Private Cloud” – this solution is based on the lease of two or more physical servers and the appropriate number of licenses for the Private Cloud platform.
- “Business hours” – any day of the week (Monday to Friday) which is not a national holiday in Belgrade, Serbia. The usual working day consists of (8) hours, from 9:00h to 17:00h.
- “Interruption time” – period between the creation and resolution of Provider`s support ticket, with mandatory verification of the ticket justification by Provider`s technical support.

- “CCP” – Provider’s Cloud Control Panel

2. GENERAL TERMS

All terms and conditions of the service are defined in Cloud service Agreement which Provider concludes with the Customer and/or Terms and conditions, posted on www.eunethosting.com.

2.1. Basic level of support

Provider provides a basic level of support without charge for all Cloud services. The basic level of technical support includes maintenance of the Cloud Platform, CCP and basic analysis and identification of problems. Technical support is available during working days from 9.00 to 17.00 h:

- Via email – support@eunet.co.rs
- Phone: +381 11 3010 500 and 0700 600 500 (option 3).

The basic level of technical support includes:

- Installation and initial setup of Cloud service – after installation and initial setup we guarantee full functionality of a Cloud server provided to Customer
- Full maintenance of the Cloud Platform and CCP
- The basic analysis based on the Customer problem report and identification of malfunctioning in Cloud server operation including:
 - Inspection if Cloud server has spent allocated CPU and RAM (without root cause analysis);
 - Analysis if Cloud server has no more disk space available (without root cause analysis);
 - Inspection if the services named by the Customer (Apache, MySQL, Mail server, etc.) are running on the Cloud server;
- Maintenance of Data center infrastructure and Cloud Platform high availability operation (redundant power supply, cooling, network monitoring, etc.);
- Flexibility and scalability of the Cloud Platform enabling instant increase of the allocated Cloud server resources;
- Regular hot-fixes on the Cloud Platform;
- Regular upgrades of the Cloud Platform;
- Ensuring stability of the Cloud Platform ;
- 24x7 automated monitoring and control of the Cloud Platform.

2.2. Premium level of support

Premium support level include interventions of Provider's administrators and engineers 24x7, and it could include additional services requested by the Customer that are not a part of the Basic support package. Premium support is charged additionally, and it could be arranged as a monthly service or per request service, either in a Prepaid regime (support package or agreed

number of engineer work hours) or Postpaid option, according to our service price list posted at www.eunethosting.com.

For every Cloud service, Customer can enter into a separate agreement for Premium support services, covering everything from specific engineering requirements to maintaining and monitoring the entire Cloud service. Provider can guarantee requested SLA level for such agreements. Premium support service imply a separate phone number, calls treated with higher priority than for the Basic support level, separate email address for reporting problems 24x7, dedicated Account Manger available to the Customer for any service issue.

Some examples of Premium support services are:

- Administration of Cloud server OS
- Installation and/or administration of Control Panel for site maintenance (Cpanel, DirectAdmin, etc.)
- Migrating the site to the Cloud server
- Installation and/or administration of DNS server
- Installation and/or administration of Mail server
- Installation and/or administration of FTP server
- Installation and/or administration of database server (MySQL, MS Access, MS SQL, etc.)
- Installation of SSL certificate
- Installation and setting of the Firewall
- Fast response to problems on the Cloud server or application
- Regular control and eventual upgrade of applications
- Monitoring of the Cloud instances or whole Cloud infrastructure
- Setting and/or managing backups
- Engineering for designing applications, templates, etc.

3. Level of service warantee - service functioning

Provider guarantees for Cloud services equal terms to all customers who use the service with a Basic level of support. Specification of guaranteed service level:

- **Network**

We guarantee that our network in the Data Centre will be available 99.95% per month, excluding pre-scheduled time for regular maintenance

- The average packet loss < 0,1 %
- Latency < 40 ms in Europe, < 85 ms Europe – America and < 75 ms in America.
This is for latency to border router.

“Latency” is an expression of how much time it takes for an IP packet to get from one designated point to another and back. The round-trip time is considered the latency.

“Average Packet Loos” represent number of data packets that fail to reach their destination, represented as percentage of total number of data packets sent.

- **Data Center Infrastructure**

Under the Data Center infrastructure, we mean a redundant power supply, cooling and humidity management system and fire alarm system. For infrastructure systems in the Data Center we guarantee 99.95% per month to be functional, excluding pre-scheduled time for regular maintenance.

- **Physical node for Cloud services**

Provider is obliged to keep all Cloud Platform physical nodes functional. If a system error occurs on a Cloud Platform physical node, Provider shall not be responsible for automatic data backup of Customer’s Cloud servers. The Customer is responsible for maintaining the backup system, unless the Customer has purchased additional services for backup and maintenance from the Provider.

Provider shall not be responsible for disconnection of the Cloud server with the Internet if such interruption occurs as a result of Provider’s work on the infrastructure of its networks or hubs, provided that the Provider has notified the Customer 5 days prior to the commission of the works and that the disconnection does not last longer than 6 hours continuously.

When possible, Provider shall perform the planned works during the period of the lowest traffic.

If the migration of a Cloud server, Cloud SaaS, Cloud Applications or Private Cloud systems is necessary for replacement of the physical node, because of routine maintenance or similar, we will notify you in advance for at least 24 hours prior to such operations. If we estimate that migration is urgent in order to protect your data on servers, we will start this process immediately.

4. Provider`s Liability - fee reduction

Provider guarantees that 99.95% of time during month, not including planned works, network infrastructure, as well as the connection between Provider and the Internet shall be functional. If the availability is lower than 99.95% of time, with the exception of planned maintenance, Provider shall approve discounts for the periods of unavailability in the appropriate amount:

Monthly availability	Discount
Above 99,95%	No discount
Between 99,95% and 99,9%	5%

Between 99,9% and 99%	15%
Between 99% and 95%	25%
Between 95% and 90%	35%
Below 90%	50%

If service becomes unavailable, due to problems on the Cloud infrastructure, Provider shall not be responsible for loss of data caused by the hardware failure, unless the Provider had previously assumed responsibility for the data backup copies. If the hardware infrastructure guarantees are not met, Provider shall approve discount for the period of unavailability according to the table shown above.

Each discount shall be clearly stated on the invoice. Discounts are approved for the period of time when the availability is below guaranteed, and shall be counted from the moment the Customer or Provider's monitoring system detects and reports the error in service operations, until the moment such error is repaired and the server functions normally.

Discount is applied to customer's request sent to Provider within 30 days from the moment the problem occurs, verified by Provider.

5. Response time

The official Customer request is sent only in writing - an electronic form to the address of the department which has jurisdiction or by phone:

- For all sales questions (pricing, service upgrade, engineering services, commercial terms, etc.) please contact hosting Sales Department, phone: +381 (11) 3010 500 (option 2), email: sales@eunet.co.rs. Sales representatives will respond to requests within 24 hours, during business hours.
- For all technical questions (support, service problem report, etc.) please contact hosting technical support, to the respective contact for Basic or Premium support. Response time will be in accordance with request priority level.

Response time is defined as period between the receipt of Customer formal request till the answer by the representatives of Provider. Defined response times are valid for the business hours.

For every, formally submitted Customer request during business hours, when it comes to:

- The case of standard priority, when Basic support level is used, response time is one business day;

- The Emergency case, when Premium support level is used (requests are submitted to the Premium support contacts), response time is less than 3 hours.

Provider can provide different SLA levels, with higher guarantees and shorter response time, by signing a separate agreement with the Customer.

6. Delivery and Cloud service acceptance

The initial date of Cloud service delivery is when access parameters for the Cloud service are sent to the Customer by Provider's technical support. Access parameters can be sent in written or electronic form by Provider's technical support. The Customer is obliged to store data for access as confidential and to change the access password initially received from the Provider. Otherwise, the Provider is not responsible for security of the Cloud system and Customer's data.

7. Validation of Customer problem/complaint

If there is a difference between the claims of the Customer and Provider's technical support regarding the problem reported with Cloud services, the procedure provides forming the commission of representatives from Provider's relevant departments and Customer's representatives.

This committee will establish the facts based on the real situation and evidence that occurred and make the official conclusion that both sides will respect.