TetherView

SERVICE LEVEL AGREEMENT FOR TETHERVIEW PRIVATE CLOUD

This Service Level Agreement ("SLA") is subject to the terms of the applicable Terms of Service for the TetherView Offerings listed below. Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service. We reserve the right to change the terms of this SLA in accordance with the Terms of Service for the Service Offering.

TetherView will use commercially reasonable efforts to ensure that each class of service purchased for an identified user of an instance of a Service Offering ("you" or "Customer") is "Available" during a given calendar month equal to the "Availability Commitment" provided in the table below.

Class of Service	Availability Commitment
Virtual Server	99.99%
Virtual Desktop	99.95%
Private Cloud	99.95%
Disaster Recovery	99.95%

If the Availability of a class of service that you purchase is less than the associated Availability Commitment, then you may request Service Credits for that affected class of service. Availability in a given month is calculated according to the following formula:

"Availability" = ((total minutes in a calendar month – total minutes Unavailable) / total minutes in a calendar month) x 100

Unavailability and SLA Events

A class of service will be considered "Unavailable," subject to the Service Level Agreement Limitations set forth below, if TetherView's monitoring tools determine one of the following events has occurred ("SLA Event"). The total minutes that a class of service is Unavailable for a particular SLA Event is measured from the time that TetherView validates the SLA Event has occurred, as defined below, until the time that TetherView resolves the SLA Event such that the Service Offering is Available to you. If two or more SLA Event occurs simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.

1. Each of the following will be considered an SLA Event for the Virtual Desktops, Virtual Servers or Private Cloud Services:

a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. The "Service Offering Network" means the network that extends from the network interfaces of physical host servers for a class of service to the outside network interfaces providing the Service Offering's public internet connectivity.
b) The data store(s) associated with your block level storage for a class of service are unavailable for more than three (3) consecutive minutes.
c) The self-service console, available at https://clientname.tetherview.com cannot successfully authenticate a simulated user for more than five (5) consecutive minutes.
d) Your running virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures.

2. Each of the following will be considered an SLA Event for the Disaster Recovery Service:
   a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes.
   b) The data store(s) associated with your block level storage for replication is unavailable for more than three (3) consecutive minutes.
 c) The self-service console, available at https://clientname.tetherview.com , cannot successfully authenticate a simulated user for more than five (5) consecutive minutes.
   d) Your failed-over virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures.

Service Credits

1. For All Classes of Service (except all Object Storage Classes of Service):

   "Service Credits" means an SLA Credit, a Chronic SLA Credit or a Repetitive SLA Credit.

   If the Availability of a class of service that you purchase is less than the associated Availability Commitment in a given calendar month, then you may request one (1) SLA Credit, and one (1) additional SLA Credit for each additional 300 minutes the class of service was Unavailable, up to a total of three (3) SLA Credits in a given calendar month. An "SLA Credit" is an amount equal to 10% of the monthly Service Offering recurring or metered (as applicable) subscription charges invoiced by TetherView for the affected class of service in the calendar month for which the SLA Credit is due.

   If a particular class of service is Unavailable for 24 consecutive hours, then you may request a Chronic SLA Credit. A "Chronic SLA Credit" is an amount equal to 100% of the monthly Service Offering recurring or metered (as applicable) subscription charges invoiced by TetherView, for the affected class of service, in the calendar month in which the SLA Credit is due. Any Chronic SLA Credit is in lieu of any SLA Credits that might be otherwise due.

   If you are eligible to receive an SLA Credit or a Chronic SLA Credit in three (3) consecutive calendar months and all the credits are related to the same SLA Event type, then you may request a Repetitive SLA Credit. A "Repetitive SLA Credit" is an amount equal 100% of the largest monthly Service Offering recurring or metered (as applicable) subscription charges invoiced by TetherView for the affected class of service, in one of the calendar months in which the SLA Event occurred. If an SLA Credit or a Chronic SLA Credit was already received in the Repetitive SLA Credit period, then the amount of the Service Credit that you may request will be the difference between the aggregate amount of Service Credits received and the Repetitive SLA Credit.

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to a class of service being Unavailable: (i) scheduled maintenance windows where you have been notified at least 24 hours in advance, (ii) recurring or zero impact maintenance windows that are made generally available to all customers, (iii) your misuse of a particular class of service, (iv) force majeure events, denial of service attacks, virus or hacking attacks for which there is no commercially reasonable, known solution, or any other events that are not within our direct control or that could not have been avoided with commercially reasonable care, (v) packet loss, network or internet problems beyond TetherView's border router supporting our public internet connectivity, or (vi) bugs in code, hardware, or services for which there is no commercially reasonable, known fix (even if there is a known workaround).

You will not be eligible to receive a Service Credit if: (i) your service account has any payments for the Service Offering delinquent, (ii) you are in violation of the Terms of Service during the time of the SLA Event, or (iii) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Terms of Service.

TetherView's monitoring tools, data and records will be the sole source of information used to track and validate Availability. Upon request, TetherView will provide to you, within 45 days after a confirmed SLA Event (but no more than once per calendar year), a copy of the Availability report that TetherView makes generally available to customers.

Service Level Agreement Claims

In order to request any Service Credit, you must file a support request at support@tetherview.com within sixty (60) days of the suspected SLA Event. TetherView will review the request and issue a Service Credit when TetherView validates the SLA Event based on TetherView's data and records.

Service Credits will be issued to the person or entity that TetherView invoices for the applicable instance of the Service Offering, as a separate credit memo that can be applied towards a future invoice for that Service Offering instance. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination.

The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.