

**CLOUDVPS
IAAS SERVICE LEVEL AGREEMENT**



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VERSION MANAGEMENT

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1.0	Public introduction of the first version of this Service Level Agreement.

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1 INTRODUCTION

This Service Level Agreement ("**SLA**") forms part of the agreement concluded between CloudVPS B.V., ("CloudVPS") and the purchaser of the Services, (the "**Customer**" or "**you**").

CloudVPS specialises in High Availability - High Performance cloud solutions. Because of our focus, our technology and the quality of our people we have managed to build up a competitive edge in the market. As a result, many well-known parties are already purchasing our solutions, and our organisation and customer base continues to expand.

The purpose of this SLA is to lay down in a transparent and clear way the service arrangements and obligations, like performance levels, availability guarantees and maintenance windows, in respect of the Service that CloudVPS provides to the Customer. The technical description of the Service is laid down in the accompanying Service Description. A Service Description contains the exact scope and details of the Service concerned.

2 DEFINITIONS

Term/abbreviation	Description/definition
Availability Zone	Over various data centres, physically separated OpenStack compute and storage resources.
Back-up	To secure the software and data by writing a copy to a back-up medium.
Compensation	Penalty payable by CloudVPS
Service	NextVPS and/or OpenStack.
Scheduled Maintenance	Scheduled maintenance according to a schedule.
Incident(s)	One or more detected disturbances, significant reduction in quality or threatened disturbance of the agreed availability level of the service.
Office hours	Working days (with the exception of nationally recognized public holidays) between 08:30 and 17:30 hours in the Dutch time zone.
Key components	The components of the Service as included in section 3.1
Customer	The purchaser of the Service
Month	One (1) calendar month.
Notification	An electronic request (by email) from the Customer to CloudVPS or from CloudVPS to the Customer. Receipt of a notification from the Customer to CloudVPS must at all times be confirmed by CloudVPS by means of the issuance of a ticket number.
Emergency Maintenance	Maintenance caused by circumstances that, given their acute nature and necessity, require immediate action.
Unavailability	Unavailability is deemed to exist if the Service of CloudVPS is in whole or in part unavailable. This refers to the unavailability of Key Components and not to the unavailability of supporting functionality.
Maintenance	To make repairs, to carry out updates and upgrades, to take precautionary measures and the regular monitoring of hardware and software.
Maintenance window	Time slots within which Scheduled Maintenance or Emergency Maintenance can be carried out.
Portal	Customer Portal of CloudVPS by which the Customer is given access to direct its NextVPS service, and can inspect and/or change administrative data and billing data.

3 GENERAL

3.1 SCOPE OF APPLICATION OF THE SERVICE LEVEL AGREEMENT

The SLA applies to the NextVPS Service and the OpenStack Service of CloudVPS. The Service is each time described in the relevant Service Description. The following Key Components of the Services fall under the scope of the SLA:

- Data centre facilities;
- The network infrastructure, internal and external network connections, insofar as under the control of CloudVPS;
- The infrastructure of specific Services, including all hardware (i.e. compute, storage, network) and the software that these Services are made of;
- The purchased IaaS resources (OpenStack) or VPS resources (NextVPS); and
- The OpenStack API (OpenStack).

In addition, CloudVPS provides a wide range of services that make the use of the Services easier for you, like Image Store, App Store and the web portals. This SLA relates to the key components of the Services, not the supporting services.

CloudVPS provides the Services, which consist of resources and functionalities that can be used by the Customer on a self-service basis. The term resources refers to capacity purchased by the Customer in compute, storage and network. In addition, functionalities are provided to the Customer to perform via self-service installations, to apply specific configurations, to set up and manage back-up, to apply security and to carry out independent management. The Customer is responsible for the use of the resources, the functionalities of the Service and its data.

3.2 RANKING ORDER AGREEMENT

Ranking order	Document
01	Processor Agreement
02	General Terms & Conditions
03	Service Descriptions
04	Service Level Agreement (SLA)

In the event of inconsistencies or ambiguities in the above-mentioned sections of the agreement, the document of a higher ranking order takes preference.

3.3 DURATION OF THE SLA

This SLA is only valid in combination with the Service purchased by the Customer and in accordance with the duration of the contract. This SLA may be amended periodically by CloudVPS and the most recent version of the SLA will always apply to the provision of the Service. If an SLA contains material changes in respect of performance levels, availability guarantees or maintenance windows that are to the detriment of the Customer, this SLA will only apply after your approval. The most recent version of this SLA is at all times available in the Portal; you are expected to inspect the Portal on a regular basis. More recent versions of the SLA take effect within thirty (30) days after publication in the Portal.

3.4 CONTACT PERSONS

Below an overview of the contact persons:

	Contract Manager	Contact person
CloudVPS	Authorized representative	Technical managers of CloudVPS
Customer	Authorized representative	Technical contact person and/or authorized representative

The contact details of the Customer will be specified by the Customer on commencement of the Service as part of the ordering process. The specified contact details are leading. Changes in contact details must be brought to the attention of CloudVPS by the Customer in writing or through the Portal. The Customer is responsible for having and keeping up-to-date contact details.

The operational communication takes place between the Customer and the contact persons designated by CloudVPS.

4 DESCRIPTION OF THE SERVICE

The SLA relates to the NextVPS Service and/or OpenStack Service as described in the Service Description.

CloudVPS strives to keep the Service available on a continuous and optimal basis. In the event that an incident reduces the availability, CloudVPS will endeavour to solve the incident as soon as possible. CloudVPS undertakes to carry out regular inspections and thorough maintenance of the Service. CloudVPS endeavours to keep the capacity of the Service and its own system in such condition that their normal use will not result in incidents.

4.1 MAINTENANCE WINDOWS AND MAINTENANCE MESSAGE

Maintenance windows as defined in this SLA:

Type	Maintenance window	MAINTENANCE MESSAGE
Scheduled maintenance	Performance of scheduled maintenance between 22:00 hours and 08:00 hours CET (Central European Time). However, if the nature of the maintenance does not allow this, then this will be clearly indicated in the announcement.	14 days in advance by email to the Customer.
Emergency maintenance	Emergency maintenance is announced by email. This may be announced at very short notice. Emergency maintenance can be carried out at any time.	By email to the Customer before, during or after the Emergency Maintenance is carried out.

4.2 SCHEDULED MAINTENANCE AND EMERGENCY MAINTENANCE

With respect to all Key components of the Services, Scheduled Maintenance will be carried out within the maintenance windows and it will, with due observance of the maintenance message, be announced to the Customer.

4.2.1 Scheduled Maintenance

When carrying out maintenance work to the central and underlying infrastructure of the Services of CloudVPS, CloudVPS will try to limit as much as possible any noticeable effect on the Service by taking the following measures:

- Work that has noticeable effect on the Service will, as much as possible, be carried out outside Office Hours;
- Maintenance Work will be limited to a minimum;
- Maintenance Work will be combined where possible.

Scheduled Maintenance will always be carried out during the Maintenance Window. The Customer is aware that Scheduled Maintenance will be carried out during the Maintenance Window. CloudVPS will inform the Customer, with due observance of the maintenance message, of Scheduled Maintenance. Messages about Scheduled Maintenance will be sent to the email address of the contact person of the Customer as is known to CloudVPS.

A maintenance message for Scheduled Maintenance must contain the following information:

- Date;
- Starting and expected end-time;
- The Service affected by the Scheduled Maintenance;
- The Availability Zone where the Scheduled Maintenance will be carried out;
- Impact (any expected outage of the Service + time period).

It is possible that the Service will be disabled in whole or in part during the maintenance window for Scheduled Maintenance and consequently unavailable for the Customer.

Scheduled Maintenance is carried out, if the Scheduled Maintenance allows this, to one of the Availability Zones. If the Customer makes use of the OpenStack Service, the potential impact of the Scheduled Maintenance may be avoided. To limit the impact of the Scheduled Maintenance, the Customer may make use of multiple Availability Zones (see also the Service Description).

4.2.2 Emergency Maintenance

Emergency Maintenance is necessary if circumstances require immediate action. In such situations, the Customer will be informed as soon as possible. In view of the nature and urgency of Emergency Maintenance, it may happen that the maintenance windows cannot be observed. Where possible, CloudVPS will announce Emergency Maintenance in advance, but it is possible that Emergency Maintenance is reported afterwards.

CloudVPS may carry out Emergency Maintenance without the consent of the Customer. It is possible that during Emergency Maintenance the Service is in whole or in part unavailable for the Customer.

CloudVPS will, also in the case of Emergency Maintenance, always endeavour to carry out the Maintenance to one of the available Availability Zones. If the Customer makes use of the OpenStack Service, this approach may in certain cases avoid the impact of the Emergency Maintenance. The Customer must for this purpose use the available Availability Zones, by spreading applications logically among the available Availability Zones (see the Service Description). If the nature of the Emergency Maintenance does not allow this option, it may be necessary to carry out the Emergency Maintenance to all Availability Zones at the same time.

Emergency Maintenance is excluded from the availability calculation.

4.3 AVAILABILITY

A guarantee applies to the availability of the Service, as included in the table on the next page. The availability is calculated per calendar month in accordance with the SLA. The availability measurements are carried out by CloudVPS.

CloudVPS cannot guarantee that communications via the internet are always possible and that a connection can be made at all times with another machine that is connected to the internet. The Service is deemed to be unavailable if, due to an unplanned event other than Emergency Maintenance, the Service is not available for any user on an Availability Zone. If a Service is only unavailable for certain users, or does not function correctly, it is considered an Incident, while the Service as such is deemed to be available.

The responsibility of CloudVPS in respect of availability as formulated in this SLA and the right to Compensation does not apply if the Unavailability is caused by:

- Scheduled Maintenance or Emergency Maintenance;
- The switching off of the Service by the Customer or, with a valid reason, by CloudVPS;
- A disruption in the telecommunications infrastructure of third parties;
- Cybercrime all in the broadest sense of the word;
- Force majeure, as described in the General Terms and Conditions of CloudVPS;
- Acts that are contrary to the agreement concerning the use of the Service by the Customer;
- Improper use of the Service by the Customer.

The availability of the Service is calculated as follows: $A = 100\% * [1 - (t: T)]$

A = the Availability of the Service

t = the number of minutes that the Service was unavailable for the Customer during the calendar month.

T = total number of minutes per calendar month (= number of days in the calendar month x 24 hours x 60 minutes).

The number of minutes of unavailability as measured and registered by CloudVPS is counted as of the Notification of the unavailability by the Customer until the end of the unavailability as reported by the monitoring of CloudVPS.

	Availability SLA Level	Availability level per calendar month
1.	NextVPS / OpenStack with 1 Availability Zone	99.8%
2.	NextVPS / OpenStack with multiple Availability Zones	99.9%

4.4 COMPENSATION

CloudVPS endeavours, both proactively and reactively, to prevent Unavailability of the Service. However, it may happen that the presented Availability as described in section 4.3 Availability is not realised, for instance due to an incident. If the Availability as described in section 4.3 Availability is not realised and the conditions set out in section 4.3 Availability have been met, the Customer is entitled to Compensation.

The Compensation with regard to the OpenStack Service amounts to 5% of the monthly amount paid by the Customer for the Service that became unavailable, per hour of Unavailability below the availability level set out in section 4.3 Availability. The maximum Compensation amounts to 30% of the monthly amount of the Service concerned.

The Compensation in respect of the NextVPS Service amounts to 5% of the monthly amount of the affected VPS per hour of Unavailability below the availability level set out in section 4.3 Availability. Any purchased additional services or other VPSs that were not impacted by the incident will be ignored. The Compensation thus amounts to 5% of the monthly amount of the affected OpenStack component per hour of Unavailability below the availability level set out in section 4.3 Availability.

The following applies to a request for Compensation:

- The Customer must request the management board of CloudVPS in writing for Compensation. This must be done within 30 days after expiry of the calendar month in which the target was not met, on pain of forfeiture of this right;
- If CloudVPS receives such request from the Customer, and if the management board of CloudVPS declares the request founded, the Compensation will be paid out to the Customer in the calendar month following the calendar month in which the request was submitted. The Compensation will be deducted from the follow-up invoice or any outstanding invoices;
- Compensation may only be granted in respect of the Service (NextVPS) or Service component (OpenStack), the availability of which was not realised.

4.5 DATA MANAGEMENT AND BACK-UP

This Service does not include data management or Back-up. The Customer is responsible for its data in the broadest sense of the word.

CloudVPS supplies the facilities to store and process data. The use of these facilities is the responsibility of the Customer. This includes but is not limited to:

- Integrity of the data;
- Availability of the data;
- Security of the data;
- Backup of the data:
 - Including setting up, monitoring and verification of the Back-up.

4.6 ACCESS BY CLOUDVPS TO THE SERVICE

CloudVPS has no access to the (server) environment of Customers of the Service. If access to the (server) environment of the Customer by CloudVPS is necessary, the Customer must grant access to CloudVPS. The Customer must for this purpose provide CloudVPS with the access data for the (server) environment of the Customer, sent by email to the contact person registered at CloudVPS. Setting up, securing and managing the (server) environment of the Customer is the responsibility of the Customer and is thus not covered under this SLA.

CloudVPS is not responsible for acts performed at the request of the Customer in the (server) environment of the Customer. The access by Cloud is temporary and solely on the basis of a best efforts obligation in accordance with the instructions of the Customer. All acts and actions, as well as any (consequential) damage that may be caused by CloudVPS, are for the account and risk of the Customer.

The Customer must, immediately after execution of the work, withdraw access by CloudVPS to the (server) environment of the Customer.

5 SAFETY AND RELIABILITY

CloudVPS recognizes the importance of thorough security of the Service. CloudVPS will monitor the most recent information and developments so as to ensure an adequate level of its knowledge of security. In order to provide thorough security, CloudVPS takes the following measures in respect of the provided Service:

- CloudVPS ensures thorough security and protection of the Service. CloudVPS is not liable or responsible for the security of the network connection, (server) environment or the data of the Customer or for break-ins or attempted break-ins by third parties and/or any damage in the event of a successful break-in. CloudVPS is only responsible for the management and the maintenance of the underlying infrastructure from where the Service is offered;
- If a server is affected by a security incident (discovered by or reported to CloudVPS), CloudVPS will immediately inform the Customer and consult it on the steps to be taken. If this is deemed necessary, the Customer may be obliged by CloudVPS to install patches in the short term. If security risks occur in the software, applications or content of the Customer, the Customer must itself take care of a solution;
- CloudVPS provides its cooperation to security audits and penetration tests, provided that these do not endanger the Availability of the Services of CloudVPS and never the underlying infrastructure of the Services provided by CloudVPS. This all to be determined by CloudVPS. The costs of a security audit and penetration tests are always at the expense of the Customer. Requests must be submitted in writing at least 2 months prior to the planned audit or penetration test;
- The Customer is responsible for the persons it has given access - by authorizing them - to the Service and the (server) environment of the Customer;
- The Customer is responsible for the (personal) data on the environment managed by CloudVPS and as such responsible for any use/abuse of these data by employees of the Customer and third parties;
- If the Customer uses the systems of CloudVPS to process personal data within the meaning of the General Data Protection Regulation (*wet Algemene Verordening Gegevensbescherming*) then the Customer has pursuant to this Act the obligation to enter into a processor agreement with CloudVPS. It is the responsibility of the Customer to do this. The Customer may conclude this processor agreement with CloudVPS. If the Customer does not conclude an agreement with CloudVPS, then CloudVPS will assume that the Customer does not process personal data on our systems.
- CloudVPS will, in the event that a data breach or abuse of data of the Customer is established, report this immediately after discovery to the Customer.