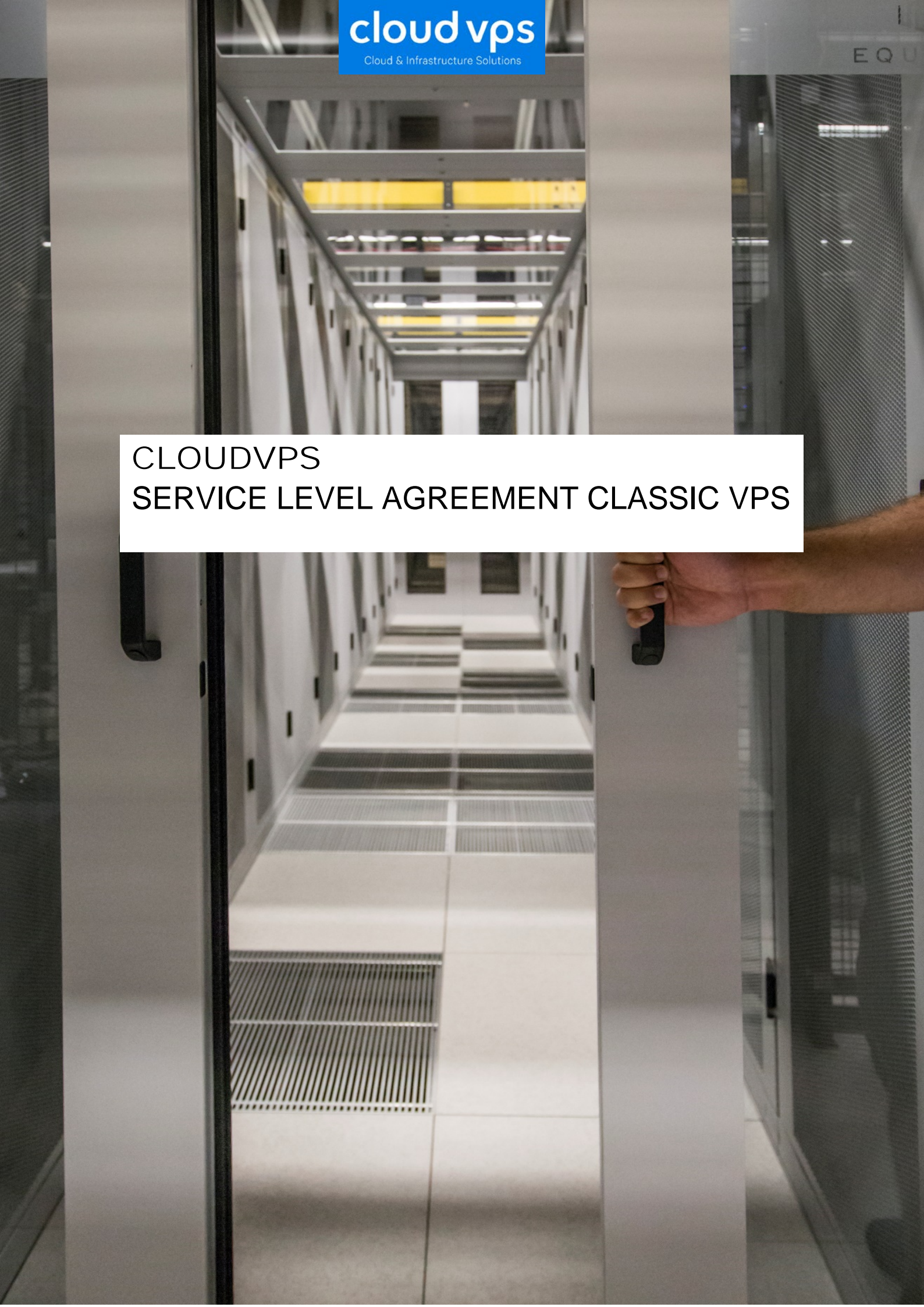


**CLOUDVPS
SERVICE LEVEL AGREEMENT CLASSIC VPS**



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DOCUMENT TYPE	SERVICE LEVEL AGREEMENT CLASSIC VPS
AUTHOR	CLOUDVPS
CLASSIFICATION	PUBLIC
PUBLICATION	05 MARCH 2018
STATUS	FINAL
VERSION	1.0

VERSION MANAGEMENT

Version number	Description of changes compared to previous version
1.0	Public introduction of the first version of this Service Level Agreement.

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1 INTRODUCTION

This Service Level Agreement (hereinafter referred to as the 'SLA') is an agreement entered into between:

CloudVPS BV, Oostmaaslaan 71, NL-3063 AN Rotterdam, the Netherlands, registered with the Rotterdam Chamber of Commerce under number 24404163, hereinafter referred to as 'CloudVPS'.

Client of CloudVPS and procurer of the services, hereinafter referred to as the 'User'.

2 OVERVIEW

2.1 BACKGROUND AND PURPOSE OF THE SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) governs the services provided by CloudVPS, consisting of cloud-hosting and other hosting services. This service level describes the qualitative and quantitative terms of the service level that are to be achieved for these services provided by CloudVPS.

This SLA describes the standard service level provided with each service, along with any possible additions thereto.

2.2 TERM OF THE SLA

This SLA has no expiry date and will be valid until a new version of the SLA is in place.

This SLA will be reviewed on a periodic basis in order to incorporate any new circumstances into the document that were not yet known or available at the time the previous version of the SLA was drafted. A new version of the SLA will be subject to the procedures defined in the General Terms and Conditions.

Users can cancel a Service Level 2 or 3 agreement on a monthly basis, an initial minimum period of two months applies.

2.3 RELATED DOCUMENTS

The SLA is related to the General Terms and Conditions as included on <https://www.cloudvps.com/general-terms-and-conditions>

If any definitions or provisions of the SLA conflict with those contained in the General Terms and Conditions, the definitions and provisions of the General Terms and Conditions will apply.

If any definitions or provisions of the SLA conflict with the particular terms set for specific services with the User, the specific terms will apply.

If any specific terms regarding the service level conflict with the General Terms and Conditions, the specific terms will apply.

2.4 ACCESS BY CLOUDVPS

Some service-related elements contained in this SLA are based on the assumption that CloudVPS has access to the User's server environment; other elements are based on the assumption that it is possible to monitor specific ports.

However, the client has the option to deny CloudVPS access to a server and block the ports from our monitoring. In these cases, CloudVPS will not be liable for any services not provided.

2.5 STRUCTURE OF THIS SERVICE LEVEL AGREEMENT

CloudVPS has three service levels: 1, 2 and 3. This SLA first describes all the provisions contained at each of the three service levels. The specific differences between the service levels are described in the 'Services and Service Levels' section.

3 CLOUDVPS SERVICES

3.1 SCOPE OF THE SERVICES

The management and maintenance governed by this Service Level Agreement relates to the service for which this SLA was entered into, along with the infrastructure required for the service, i.e.:

- Data-centre facilities, including electric power and cooling facilities.
- The network infrastructure, including switches, internal and external network connections, and routers, insofar these are under the control of CloudVPS.
- The infrastructure of specific services, including all hardware and software serving as the basis for these services.
- The System Software running within a server (depending on the Service Level).

3.2 SCOPE OF THE CONTRACT

The following components fall outside the scope of this SLA:

- The User's own infrastructure, along with the public portion of the internet outside the control of CloudVPS.
- Functional application management of the User's applications.
- Database management of any of the User's databases.
- Any links or other interfaces of the User's applications with external environments.
- Upgrades and upgrade policies of non-System Software.

3.3 BASIC ASSUMPTIONS AND PREREQUISITES

The following basic assumptions and prerequisites apply to this SLA:

The User will ensure proper security and protection of the hosting environment; CloudVPS is not liable or responsible for protecting the server from break-in attempts by third parties and/or any consequential loss arising from a successful break-in.

CloudVPS is responsible for managing and maintaining the underlying infrastructure used to provide the service, or, in the case of leased physical servers, the underlying infrastructure including the physical server.

CloudVPS will upgrade, and make changes to, System Software only at the User's request; the User assumes the risk of incompatibility with the application while CloudVPS is only responsible for fulfilling the request.

4 CLOUDVPS INFRASTRUCTURE

4.1 DATA CENTRE FACILITIES

CloudVPS uses three first-rate data centers located in Amsterdam: Equinix Amsterdam, EU Networks Amsterdam and Global Switch. These centers were selected based on reputation, procedures, certification status and client profile.

With respect to the virtual servers, the data centre can be identified in the CloudVPS interface.

4.2 NETWORK INFRASTRUCTURE

The data centers are arranged in a ring topology, with interconnectivity to multiple transit providers through several 10 Gbit connections. The internal transport network is structured completely around a 10-Gbit infrastructure.

The network components are all redundant, which means failure of one of the components should not result in the loss of network connectivity.

4.3 INFRASTRUCTURE RELATED TO SERVICES

The clusters for cloud servers are based on specialised data storage nodes, with data distributed among various hard disks. A number of hosting nodes are connected to the storage nodes. Each cluster has an amount of reserve capacity, ensuring that the failure of at least one of the hosting nodes can be compensated for. In the event of a hosting node failing, the CloudVPS failover system will immediately reboot the server on a different hosting node.

Other CloudVPS services are structured according to the same philosophy.

5 AVAILABILITY, MAINTENANCE AND REPORTING

The infrastructure of CloudVPS is designed to provide high availability.

5.1 AVAILABILITY OF THE SERVICES

All the services are subject to the availability guarantee.

CloudVPS guarantees 99.9% availability per calendar month on all its services.

A service is available if all of the following three elements are available:

Data centre facilities

The availability of electric power and sufficient cooling and the appropriate air humidity level are continuously monitored. If no lack of electric power, cooling or appropriate air humidity level is detected with respect to the infrastructure vital to the service, the data centre facilities are considered available.

Network infrastructure

The availability of the network infrastructure is measured periodically by means of a ping test. As part of this test, the network is considered available if the physical machine or machines connecting the infrastructure of the specific service to the CloudVPS sends a ping response to one of the monitoring nodes outside the CloudVPS network.

The infrastructure of the specific service

The availability of the infrastructure required to provide specific core services, such as a server environment or storage capacity, are monitored by CloudVPS's own cloud management software, which keeps detailed logs on the availability of each element.

If one of the above-mentioned elements is unavailable for a specific service, this service will be deemed to be unavailable. Scheduled maintenance and force majeure events, as defined in the General Terms of Conditions, do not qualify as unavailability.

The availability of a service for the month in question is subsequently calculated as follows:

Availability = (Number of Minutes in relevant calendar month -/- Period of unavailability in minutes)/Number of minutes in relevant calendar month

If availability guarantee is not achieved

If one of the services mentioned above does not achieve an availability rate of 99.9%, in accordance with the calculation above, the User will be entitled to compensation equal to the costs of the relevant service during that month. This compensation will be deducted from the next invoices issued.

5.2 MAINTENANCE AND MAINTENANCE WINDOWS

CloudVPS will perform maintenance on the hosting environments from time to time.

Regular maintenance is scheduled in maintenance windows that are announced at least one week in advance by email. This email will contain a brief overview of the work to be performed, along with a brief description of the impact of the maintenance on services. Where possible, regular maintenance will be

performed after 10 p.m. CET (Standard European Time). However, if the nature of the maintenance does not permit this, this will be clearly specified in the announcement.

Depending on the scope and impact of the maintenance, periodic status updates will also be provided via Twitter or through other media.

If the time-sensitivity of the maintenance is critical, e.g. in the case of critical vulnerabilities, an emergency maintenance window is announced by email. This may be announced at very short notice. If possible, the emergency maintenance is scheduled at such a time that the impact of the maintenance is reduced; however, it could be that the nature of the maintenance does not permit this.

5.3 REPORTS IN THE EVENT OF INCIDENTS

An incident is defined as an unexpected departure from the agreed terms and conditions or agreed service level that is not caused by the User.

Types of incidents include:

- Availability incidents
- Security incidents
- Privacy incidents

If an incident occurs, a report will be sent within two working days containing a description, the cause of the incident, its consequences, and measures taken to prevent similar incidents in the future. This report is sent to the relevant contact address registered with CloudVPS.

5.4 SLA PERFORMANCE

CLOUDVPS

5.4.1 CloudVPS will provide information regarding the risk of the infrastructure being unavailable, the unexpected shutdown of services or the risk of a change of ownership on request.

5.4.2 Disaster recovery plans and availability enhancing measures will be shared with customers when relevant.

5.4.3 The controls that apply to the procurement of new information systems or additions to existing information systems will be made available on request.

APPLICABLE LAW AND RULES

5.4.4 CloudVPS will communicate laws and binding rules that are directly relevant to the service.

5.4.5 CloudVPS will disclose information relating to its relevant regulators on request.

PRODUCT INFORMATION

5.4.6 The expected level of performance, level of redundancy and expected recovery times at every level of the processing layer, data storage, the internal network and the transit connections are available.

5.4.7 CloudVPS will provide detailed information regarding service level performance and all capacities used and charged.

5.4.8 Data locations will be communicated on request. Information on datacenter security, resilience and recovery policies should be available.

5.4.9 CloudVPS will provide information regarding the operation of the services it is offering.

ACCESS AND LOGS

5.4.10 CloudVPS personnel access rights and operator logs relating to the customers' environment will be made available on the customer's request.

5.4.11 The logging procedure will be communicated and the relevant logs will be made available if legally possible.

5.4.12 Information regarding the usage of Interface access will be made available on request. Instructions regarding the changing of interface access rights will be made available.

SECURITY

5.4.13 The procedure with respect to conflicting roles is available.

5.4.14 The current security status and requirements will be communicated to the customers when relevant.

5.4.15 Customers will be informed regarding changes to the security policy that have a material impact.

6 SERVICES AND SERVICE LEVELS

The articles below describe the various elements that comprise the possible support services provided by CloudVPS.

There are three possible CloudVPS service levels: Service Levels 1, 2 and 3. Service Level 1 is our free service level, which applies to all services. Service Levels 2 and 3 are subject to a fee and can only be procured on virtual and physical servers.

This section first discusses general comments for each article. Issues specifically related to a particular service are listed in italics after the general comments.

ACCESS TO SUPPORT

6.1 SERVICE DESK

CloudVPS provides email access to the service desk for the reporting of issues and for submitting queries. This service desk is available on working days on the times specified on the website. The service desk is closed on official public holidays in the Netherlands and on weekends.

The service desk can also be reached by telephone. Telephone reports are for urgent matters or if email is not available. For any issues of any nature reported by telephone, an email message must also be sent, containing a description of the issue. CloudVPS will subsequently be able to use this email for issue registration and responses.

Issues reported before 4 p.m. are subject to a response time in accordance with the Same Business Day principle; issues reported after 4 p.m. are responded to in accordance with the Next Business Day principle.

6.2 24/7 SUPPORT

When the Service Desk is closed, CloudVPS provides a 24/7 incident service. This service receives reports regarding incidents caused by the unavailability critical services that CloudVPS is contracted to supply or support.

The Service Level determines whether the incident service can be called free of charge regarding problems within a server environment. For any issues reported by telephone, an email message must also be sent after the report is made, containing a description of the issue.

Incident service support under Service Level 1

The incident service is available for free when the service of the User is unavailable because of a failure within the CloudVPS infrastructure outside of the relevant User environment. If the question is related to an issue inside a server environment or other specific infrastructure of the User then the minimum fee indicated on the website applies. This includes 20 minutes of systems administration support. If additional support is requested or required, this can be procured on an hourly basis per 30-minute period.

Incident service support under Service Levels 2 and 3

For servers with Service Level 2 and 3 the incident service is available in case the service of the User is unavailable because of a failure within the CloudVPS infrastructure or because of a failure within the System Software. If the Support Hours for the month in question are depleted, the provisions for Service Level 1 will apply.

6.3 SYSTEMS ADMINISTRATION SUPPORT – SUPPORT HOURS

Service Levels 2 and 3 include monthly Support Hours.

Services provided under Service Level 2

As part of Service Level 2, CloudVPS provides two hours of support per server per month for systems administration issues. If desired, the User can use these hours for the activities described in the article 'Scope of the support – Activities'. The hours cannot be transferred from server to server or carried over from one month to the next.

Services provided under Service Level 3

As part of Service Level 3, CloudVPS provides two hours of support per server per month for systems administration issues. The User can reserve these hours for the activities described in the article 'Scope of the support – Activities'.

Under Service Level 3, the two available support hours can be transferred from server to server. The hours cannot be carried over from one month to the next.

6.4 ADDITIONAL SYSTEMS ADMINISTRATION

On request, CloudVPS can provide additional systems administration support on the System Software. This support is subject to the prices and terms listed on the website.

6.5 SUPPORT ON START-UP

For the procurement of a server, CloudVPS provides free System Software support during the first month of the contract. This can be used for the installation and configuration of System Software. The amount of time depends on the size of the server procured.

- Free administration time
- VPS 1 20 minutes
- VPS 2 20 minutes
- VPS 3 30 minutes
- VPS 4 30 minutes
- VPS 5 40 minutes
- VPS 6 40 minutes

SCOPE OF THE SUPPORT

6.6 SCOPE OF THE SUPPORT – PHYSICAL MACHINES

CloudVPS supports the hardware it supplies, which includes liaising with suppliers (if applicable). If support of the hardware supplier is required for a physical machine, the support that can be provided depends on the service agreement with the supplier that the User procured via CloudVPS.

6.7 SCOPE OF THE SUPPORT – SYSTEM SOFTWARE

CloudVPS supports the most commonly used Linux and Windows stacks. The software supported by CloudVPS is referred to in this document as 'System Software'.

In the case of Linux, CloudVPS supports the operating systems it uses along with all packages that can be installed from the repositories of these operating systems that are activated by default. Examples include the relevant versions of Apache, PostgreSQL, MySQL, PHP and Python. In addition, CloudVPS also supports all software provided on the Direct Admin and cPanel images.

CloudVPS uses the following Linux operating systems, with the relevant versions indicated on the website:

- Ubuntu
- CentOS
- Debian

For the Windows operating systems used, CloudVPS supports the software related to the available Windows Server Roles and all software that can be installed using Windows Features. Examples include IIS, Remote Desktop, Active Directory and DNS, File and SMTP Server. CloudVPS also supports MSSQL 2008 and 2012 and Office 2008 and 2012.

CloudVPS uses the Windows operating systems with the relevant versions indicated on the website.

In addition, Cloud VPS also supports the following specialised software:

- Ahsay backup software
- CloudVPS backup script
- AVG Anti Virus
- Astaro firewall
- OpenApp Networking

If the software (or a version of this software) active on the service no longer falls under the definition described above, it will still be deemed to be System Software for a period of one year after it has been removed from the definition.

6.8 SCOPE OF THE SUPPORT – ACTIVITIES

The activities that CloudVPS includes in its support depend on the Service Level procured.

Services provided under Service Level 1

The support obligation for Service Level 1 is limited to providing advice on the System Software on a best-efforts basis.

Services provided under Service Levels 2 and 3

Service Level 2 and 3 support is to be described in the following components:

- Support and configuration of hardware.
- Core configuration activities within the System Software. Core configuration activities include any issues that do not require knowledge of the processes within the application or the end user's requirements.

Examples include the installation of System Software and general hardening activity.

- Advice and support for application-driven configuration activities within the System Software. Application-driven configuration activities include any configuration that requires knowledge of the application or the requirements of an end user.

Examples of these activities, which are performed on a best-efforts basis, include performance optimisation of the System Software, the hardening of the server or the configuration of a control panel.

Limitations of support activities:

- If a configuration is not possible due to a bug or a missing functionality in the System Software, the resolution of this problem does not fall under the scope of this SLA.
- The support ends with the application level. CloudVPS cannot assist in providing support for the application or website. This also includes Office applications.

6.9 SCOPE OF THE SUPPORT – CLUSTERING ACTIVITIES

With Service Level 3, CloudVPS may perform cluster management activities.

Services provided under Service Level 3

CloudVPS can also perform activities relating to the interaction between multiple servers grouped in a cluster.

For example, CloudVPS could set up redundant load balancing, provide for database and file system replication and include these in the monitoring.

6.10 SCOPE OF THE SUPPORT – SCHEDULED ACTIVITIES

With Service Level 3 CloudVPS can schedule specific activities.

Services provided under Service Level 3

CloudVPS may include specific activities on its agenda, such as checking and testing specific functionalities. These activities can then be repeated periodically without the need for the User to provide specific instructions. This scheduled work must never take up more than 1 hour per server per 3 months in total.

6.11 SCOPE OF THE SUPPORT – VIRTUALISATION ACTIVITIES

CloudVPS can manage a virtualisation layer under Service Level 3.

Services provided under Service Level 3

If the User procures a physical machine and subsequently visualises it with Xen or Hyper-V, CloudVPS can provide support. It will design the environment according to requirements, adapt the configuration, and include the virtualisation processes in the monitoring.

6.12 SOFTWARE UPDATES

The update policy used depends on the Service Level.

Services provided under Service Level 1

In the case of generally known, urgent security updates to System Software used, CloudVPS will alert the users of the relevant software if possible. However, CloudVPS accepts no liability for failure to accurately communicate the required updates. CloudVPS may subsequently choose to set a deadline for completion of the update. If the User fails to respond before the deadline, CloudVPS can perform the update within a previously specified period.

Services provided under Service Levels 2 and 3

CloudVPS will check the versions of the System Software on the servers every two weeks, provided this is technically possible. The User will subsequently receive an email containing the available updates and can subsequently choose to either perform the updates himself or use the Support Hours for this purpose.

In the case of generally known, urgent security updates to System Software used, CloudVPS will alert the users of the relevant software. CloudVPS may subsequently choose to set a deadline for completion of the update. If the User fails to respond before the deadline, CloudVPS can perform the update within a previously specified period.

6.13 BACKUPS

CloudVPS provides backup space and backup software. The User is responsible for determining the required retention period.

Services provided under Service Level 1

Under Service Level 1, the User is responsible for configuring backups and monitoring the creation of backups.

Services provided under Service Levels 2 and 3

CloudVPS will be responsible for configuring this backup service and for monitoring the creation of backups.

The User is responsible for specifying the appropriate retention to CloudVPS and for providing the backup software specified, as well as for procuring a CloudVPS Backup Account in the correct size.

MONITORING AND RESPONSE

6.14 MONITORING AND RESPONSE TO INCIDENTS

All servers are monitored by the N2 monitoring system, which tracks key performance indicators such as available RAM, CPU load and hard-drive speed. The output of this system can be viewed through the CloudVPS Interface.

Services provided under Service Level 1

CloudVPS has the sole obligation to keep the server environment available in such a manner that it is able to host a standard configuration. CloudVPS can respond to N2 warnings on a best-efforts basis, but has no obligation to do so.

Services provided under Service Levels 2 and 3

CloudVPS provides extensive monitoring services under SLA2 and SLA3. This monitoring focuses on service availability, e.g. the availability of a database, web server or other application.

In order to organise the monitoring effectively, collaboration with the User is required; otherwise, only server availability will be monitored. The User will be requested to specify the services to be monitored when entering into Service Level 2 or 3.

After warnings relating to the unavailability of services, a response time of 30 minutes applies from the time the unavailability is detected by CloudVPS.

The Client is required to notify CloudVPS if the Client has shut off or interrupted the server or the services included in the monitoring. This must be announced at least 30 minutes in advance by telephone and at least 24 hours in advance by email.

6.15 APPLICATION LEVEL MONITORING

With Service Level 3, CloudVPS can include the uptime of the application or website in its monitoring:

Services provided under Service Level 3

CloudVPS can also include an agreed URL with application-level output in its monitoring –this enables the correct operation of the application. For reports triggered by this monitoring, CloudVPS will first check whether the problem was caused by the System Software or the CloudVPS infrastructure, the User will be notified.

6.16 RESPONSE TIME IN THE EVENT OF INCIDENTS

In the event of critical unavailability, a response time applies of 30 minutes from the time CloudVPS has detected the unavailability. 'Critical unavailability' is defined as any incident due to which the service is unavailable for more than ten minutes due to the failure of the CloudVPS infrastructure.