



SERVICE LEVEL AGREEMENT (SLA)

UPTIME GUARANTEE

- ▶ Network Uptime: 99.9% availability (monthly)
- ▶ IaaS Infrastructure: 99.9% availability (monthly)
- ▶ Credits: For each hour of downtime beyond the limits allowed per this SLA, a credit equivalent to 2% will be applied, up to the total monthly fees for the affected instance(s) or infrastructure services.

IAAS & PAAS SUPPORT DESK SLA

- ▶ General Support: 9AM - 5PM (EST)
- ▶ Emergency Support: 24/7/365
- ▶ Initial Incident Response: Less than 4 hours
- ▶ Incident Resolution: Less than 24 hours (excluding rebuild/restore/re-configuration/bugs)

MANAGED SERVICES SUPPORT DESK SLA

- ▶ General Support: 9AM - 5PM (EST)
- ▶ Emergency Support: 24/7/365
- ▶ Initial Incident Response: Less than 4 hours
- ▶ Incident Resolution: Less than 24 hours (excluding rebuild/restore/re-configuration/bugs)
- ▶ Management Requests: 24 - 72 hour turnaround (excluding migrations/complex/time-intensive requests)



Limitations:

Clients and customers will not be entitled to a credit if they are in breach of the Terms of Service Agreement. A breach of agreement may also extend to cover failed payments or outstanding account balance(s). Clients will further not be entitled to a credit for any downtime resulting from misuse/actions of the service(s) by the client, whether intentional, accidental or through outside attack, SLA time limits may not apply and the work performed to restore service may be considered a billable request.

Emergency Support:

In order to qualify for 24/7 emergency support, the instance or deployment requiring support must be covered by Management & Support Plan that includes this service. **An emergency incident is classified as a critical service, instance or deployment failure, outage or unavailability.** If an emergency incident results from misuse/actions of the service(s) by the client, whether intentional, accidental or through outside attack, SLA time limits may not apply and the work performed to restore service may be considered a billable request.

Claiming an SLA Credit:

To receive an SLA credit, clients must contact the Billing & Accounts department at Stack Harbor by completing a ticket in the Customer Management Portal. Included in this ticket, must be proof that access or use to your services was impeded or adversely affected as a result of the downtime. All claims must be made within ten (10) days following the end of the month (service period) during which the outage or unavailability occurred.

Disclaimer:

The minimum period of downtime eligible for a credit with respect to our services is 60 minutes above the limits allowed as per this SLA. Shorter intervals will not be accumulated. This Service Level Agreement is the sole and exclusive remedy for service unavailability, and beyond monthly service credits, Stack Harbor will not be responsible for any damages incurred.

Limitations & Exclusions from the Service Level Agreement

Stack Harbor will not be responsible for any reduction, limitation, unavailability or disruption of service generated by any of the following:

- Scheduled maintenance
- Violation of Stack Harbor Inc's Terms of Service Agreement
- Events outside of Stack Harbor Inc's reasonable control, including without limitation Force Majeure, Internet bandwidth or connectivity problems beyond Stack Harbor's infrastructure, DDOS attacks and hacking attempts
- Events resulting from content uploaded, or changes made by you or on your behalf to our Managed Cloud Services
- Events resulting from software, technology or equipment owned by you (or your third party suppliers, consultants or contractors) that interacts with Stack Harbor's Managed Cloud Services

Terms Updated:

The terms of this Service Level Agreement were last updated on November 11th, 2022.