



# Cloudyn Service Level Agreement

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## 1. Cloudyn Service Level Agreement

This Cloudyn Service Level Agreement ("**SLA**") exhibited to the Cloudyn Terms of Use available at <https://www.cloudyn.com/terms-of-use/> ("**Terms**"), describes the support and maintenance which Cloudyn provides with respect to the Cloudyn application as set forth in and governed by the Terms ("**Service**"). This SLA is subject to the Terms, including without limitation the disclaimers, limitation on liability, restrictions, governing law and jurisdiction set forth therein. Defined terms used herein shall have the meanings ascribed to them in the Terms unless defined otherwise herein.

## 2. Defined Terms

As used in this SLA, the following terms have the following meanings ascribed to them:

### 2.1 Support Hours

Daily hours of business that the Cloudyn Support Team is available for support. Customers can contact Cloudyn Support 24/7, 365 days a year.

### 2.2 Problem

Failure of the Service to substantially perform in accordance with the then-current Cloudyn technical specifications.

Problems include, without limitation, Outages and Information Requests.

To prevent misunderstandings: known issues disclosed in the Service release notes and published Service limitations and the items listed as exceptions to Outages below and as exclusions from Support and Maintenance, are excluded from the definition of "Problem."

### 2.3 Workaround

Refers to a temporary resolution for a problem that restores functionality of a disrupted Service.

### 2.4 Service Restoral

Refers to the restoration of a Service that was disrupted during a Problem.



## 2.5 Availability

When the customer, whose account is active and enabled, has reasonable access to the Service, subject to the exclusions defined in Outages below and in Section 7 below.

## 2.6 Force Majeure Event

Such event may include action or inaction of governmental, civil or military authority; fire; strike; lockout or other labor dispute (but not including delays caused by subcontractors or suppliers); flood; war; riot; theft; earthquake and other natural disasters or events beyond the reasonable control of Cloudyn.

## 2.7 Outage

The total number of minutes that the customer cannot access the Service subject to the exceptions set forth below.

Outages shall not include any time that is due to:

- 2.7.1 Scheduled Outage and/or Maintenance Time.
- 2.7.2 A failure or fault of customer's systems.
- 2.7.3 Anything outside the reasonable control of Cloudyn or its contractors.
- 2.7.4 Customer's acts and omissions.
- 2.7.5 Customer's own Internet service provider.
- 2.7.6 Any systemic Internet failures.
- 2.7.7 Customer's bandwidth restrictions.
- 2.7.8 Customer's failure to comply with the Customer Responsibilities herein and in the Terms.
- 2.7.9 A Force Majeure Event.
- 2.7.10 Customer's failure to operate the Service in accordance with the Terms and the application.
- 2.7.11 Any exceptions set forth in Section 7 below.

## 2.8 Response Time

Refers to the time that elapsed between Cloudyn receiving the incident notification and the initial response to the customer by a Cloudyn representative.

## 2.9 Resolution Time

Refers to the time elapsed from the commencement of the Problem until either a resolution of the Problem or the implementation of a Workaround, that reduces the incidence level.

Please note that in rare situations, Cloudyn requires physical remote access to devices in order to resolve an issue or to properly service a request. In these situations, Cloudyn Resolution Time is dependent on the availability of a Cloudyn engineer or a Partner's engineer who are co-located with the physical devices.

Resolution Time is always provided solely on a reasonable efforts basis with no guarantee that a Resolution is available.

## 2.10 Severity

Refers to an agreed classification of a Problem. See Sections 4 and 5.

## 2.11 Release

Refers to a version, either full or a hot-fix, of the Service or any other third party software that is used in its system.

## 2.12 Security Patch

Refers to any software fix released by either Cloudyn or any relevant third party vendor that aims to solve security vulnerabilities.

## 2.13 Maintenance

Refers to the modification of the Service and infrastructure in order to deliver new features, correct failures, improve performance or other attributes.

## 2.14 Emergency Maintenance

Emergency maintenance activity performed by Cloudyn, without prior notification, that might result in downtime.



### 2.15 Maintenance Time

The time period during which the Service may not be Available each year so that Cloudyn can perform routine maintenance to maximize performance, on an as needed basis, including Emergency Maintenance.

### 2.16 Maintenance Notification

Refers to the process of Cloudyn informing the customer about a future maintenance activity, and generally details the work, its timing and impact on the Service.

### 2.17 End of Life (EOL)

Refers to any Cloudyn feature/service that is declared as no longer supported by Cloudyn. Cloudyn may at any time at its discretion determine that a feature/Service is no longer under support.

## 3. Support and Maintenance

Any and all services, maintenance, support and/or other Cloudyn obligations set forth in this SLA are subject to the customer's compliance with Terms and the SLA and payment in full of all applicable fees.

Subject to the foregoing, Cloudyn will provide support to customer (“**Technical Support**”) twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Cloudyn.

### 3.1 Support

Cloudyn will provide support via its Customer Support team. The Customer Support team is responsible for the technical support communications with customers. Online support is the main source of support. In the event that the customer cannot contact Cloudyn Support via online ticketing or the online form, the customer may call the toll-free support line at +1-866-550-8674.

The Support Team focuses on two main areas:

3.1.1 Working with customer to resolve Problems; and

3.1.2 Working with Engineering Team to address Problems of the customer.

3.2 The customer may contact Cloudyn Support Team using any of the following methods:



- 3.2.1 Submitting a ticket via the Cloudyn Support Portal at <https://support.cloudyn.com>;
- 3.2.2 Submitting a ticket via the Service's Contact Us Form; and
- 3.2.3 If the Cloudyn Support Portal is inaccessible due to an Outage, via toll free call at +1-866-550-8674.
- 3.2.4 Should customer have any issues regarding the Service, it is recommended to first check that the solution does not already exist within our Cloudyn Support Portal.
- 3.3 The Cloudyn Support system shall automatically assign a case number to any customer request upon receipt. The customer must reply to any of its open tickets within the thread of that ticket or on that ticket via the Support Portal.
- 3.4 Cloudyn may supply Technical Support by certified Cloudyn engineers or certified partners following Cloudyn's practices and security guidelines.
- 3.5 Cloudyn shall respond and act upon any customer request or reported problem in accordance with its severity as described in Sections 4 and 5 below.

**4. Response and Resolution Times**

4.1 Outage - Response and Resolution

	Response Time	Resolution Time
<b>Blocker</b>	2 hours	4 hours

4.2 Problem – Response and Resolution

	Response Time	Resolution Time
<b>Severity Level 1 – Critical</b>	4 hours	Future Release
<b>Severity Level 2 – Medium</b>	6 Hours	Future Release
<b>Severity Level 3 – Low</b>	8 Hours	Future Release

#### 4.3 Information Request SLA - Response and Resolution

Type	Definition	Response Time	Resolution Time
<b>Information Request</b>	Questions, General Guidance, Configuration Inquiries	12 Hours	7 Days

#### 5. Severity Level Definitions\*\*

Severity	Definition	Examples	Sample Resolution (s)
<b>Blocker</b>	Causing Outage.	Service is unavailable.	Service availability is restored.
<b>Severity Level 1 – Critical</b>	Causing Outage of significant functionality or significantly affecting the major portion of Cloudyn’s capacity.	80% of reports are down; onboarding accounts results in errors.	Workaround is provided; patch is provided; fix is incorporated into future release.
<b>Severity Level 2 – Medium</b>	Affects non-critical functionality or causes Outage of a non-critical part of the system capacity.	A number of reports are down; cost discrepancy is found.	Workaround is provided; patch is provided; fix is incorporated into future release.
<b>Severity Level 3 – Low</b>	Minor problem that does not impact the Service.	One report is down; cannot move widgets around in dashboard.	A solution is provided; fix is incorporated into future release.
<b>Information Request</b>	Questions, General Guidance, Support Inquiries.	How to group data; When will full data be available for accounts currently in processing mode.	Answer to question is provided; Community update.



**\*\*Measurement:** Cloudyn uses a proprietary system to measure the Severity Levels and the customer agrees that said Cloudyn system will be the sole basis for resolution of any dispute that may arise between the customer and Cloudyn regarding this SLA.

## **6. Maintenance**

- 6.1 Cloudyn shall endeavor to periodically publish new releases as well as carry out upgrades and maintenance of the Service's infrastructure in order to roll out new features and improve performance, stability and security. Planned maintenance tasks, resulting in full or partial Outage, shall generally be published to the customers upon login to the Cloudyn Service within 5 business days of the maintenance start date and/or notified by email, but Cloudyn is under no obligation to do so.
- 6.2 Cloudyn may decide, at its sole discretion, of the need to perform an Emergency Maintenance and shall exercise reasonable efforts to notify customers 12 calendar hours in advance, by either email or message upon login to the Service. However, such notice is not guaranteed and resulting downtime shall not be considered as an Outage exception and will not be part of the Availability calculation.
- 6.3 Cloudyn shall periodically implement relevant Security Patches in accordance with its patch management policy, as part of either planned or Emergency Maintenance activity. Notifications to customers will be handled in accordance with the Maintenance type, as stated above.
- 6.4 Cloudyn shall not be held responsible for failure to fulfill its obligations hereunder due to any Force Majeure Event that directly or indirectly delays or prevents its timely performance hereunder. Dates or times by which Cloudyn is required to render performance under this SLA shall be postponed automatically to the extent that Cloudyn is delayed or prevented from meeting them by such causes.

## **7. Exclusions from Support & Maintenance**

Cloudyn shall be under no obligation to provide Technical Support and/or Maintenance in respect of:

- 7.1 Incorrect or unauthorized use of the Service where such use is not in accordance with Cloudyn's documentation;
- 7.2 Problems that are related to the customer's environment and are beyond Cloudyn's control such as electricity, networking access, internet latency,



malfunctions of 3<sup>rd</sup> party providers (e.g. Cloud providers, Cloud Performance Monitoring/Billing systems) or reliability that are caused by geolocation, other;

- 7.3 Overdue or not received customer payment.
- 7.4 Factors outside of Cloudyn's reasonable control, including any Force Majeure Event or Internet access failure or related problems beyond the demarcation point of Cloudyn and/or cloud service providers monitored by Cloudyn;
- 7.5 Any actions or inactions pertaining to customer or any third party;
- 7.6 Suspension and Termination by Cloudyn of your right to use the Cloudyn platform;
- 7.7 Any planned maintenance that Cloudyn performs on its SaaS platform on Saturdays and Sundays (GMT) and any Maintenance Time; and
- 7.8 Situations where the customer does not provide Cloudyn with sufficient information regarding the Problem.

## **8. Escalation**

If a Problem of type "Outage" with severity level "Blocker" or a Problem of type "Malfunction" with severity level "Critical" (as described in Sections 4 and 5 above) cannot be corrected to the reasonable satisfaction of the requestor within the Resolution Time after the requestor makes the initial request for Technical Support, Cloudyn will make reasonable efforts to: (a) immediately escalate the request to Cloudyn's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a regular update to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every 2 business days provide increasing levels of technical expertise and Cloudyn's management involvement in finding a solution to the request.

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