

Cloudyn Technical Support Service Level Agreement

1. Cloudyn Technical Support 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. For most countries, business hours are from 9:00 AM to 5:00 PM during week days (weekends and holidays excluded). For North America, business hours are 6:00 AM to 6:00 PM Pacific time, Monday through Friday excluding holidays. In Japan, business hours are from 9:00 AM to 5:30 PM weekdays.

2.2 Incident

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

Incidents include without limitation Outages and Severity A, B, and C.

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 "Incident."

2.3 Workaround

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

2.4 Service Restoral

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

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

Initial Response Time is the period from when the customer submits a support request to when a Cloudyn Support Engineer contacts the customer and starts working on the support request. The Initial Response Time varies with both the support plan and the Business Impact of the request (also known as Severity).

2.9 Severity

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

2.10 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.

2.11 Security Patch

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

2.12 Maintenance

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

2.13 Emergency Maintenance

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

2.14 Maintenance Time

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

2.15 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.

2.16 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.

2.17 Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

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, the contracted support offering, 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 via the available in-app or web-based support channels.

The Support Team focuses on two main areas:

3.1.1 Working with customer to resolve Incidents; and

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

3.2 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.

3.3 Cloudyn may supply Technical Support by certified Cloudyn engineers or certified partners following Cloudyn’s practices and security guidelines.

3.4 Cloudyn shall respond and act upon any customer request or reported Incident in accordance with its severity as described in Sections 4 and 5 below.

4. Response and Resolution Times

Severity Response SLA

Type	Customer’s Situation	Initial Response Time		
		Basic	Standard	Gold
Severity A	Critical business impact	24 hours ¹	8 hours	4 hours
Severity B	Moderate business impact	24 hours ¹	12 hours	8 hours
Severity C	Minimum business impact	24 hours ¹	24 hours ¹	24 hours ¹

¹Basic support and Severity C issues are will be responded to within typical business hours. For most countries, business hours are from 9:00 AM to 5:00 PM during week days (weekends and holidays excluded). For North America, business hours are 6:00 AM to 6:00 PM Pacific time, Monday through Friday excluding holidays. In Japan, business hours are from 9:00 AM to 5:30 PM weekdays.

5. Severity Level Definitions

Type	Customer’s Situation	Definition	Expected Customer Response
Severity A	Critical business impact ²	Customer’s business has significant loss or degradation of services, and requires immediate attention.	When the customer issue is identified as Severity A, the customer confirms that the issue has critical business impact, with severe loss and degradation of services. The issue demands an immediate response, and the customer commits to continuous, 24x7 operation, every day with the Cloudyn team until resolution, otherwise, Cloudyn may at its discretion decrease the Severity to level B.

			<p>The customer also ensures that Cloudyn has their accurate contact information.</p>
Severity B	Moderate business impact ²	Customer's business has moderate loss or degradation of services, but work can reasonably continue in an impaired manner.	<p>When the customer issue is identified as Severity B, the customer confirms that the issue has moderate impact to their business with loss and degradation of services, but workarounds enable reasonable, albeit temporary, business continuity.</p> <p>The issue demands an urgent response. If the customer chooses 24x7 when submitting the support request, the customer commits to a continuous, 24x7 operation, every day with the Cloudyn team until resolution, otherwise, Cloudyn may at its discretion decrease the severity to level C. If the customer chooses business-hours support when the customer submits a Severity B incident, Cloudyn will contact the customer during business hours only.</p> <p>The customer also ensures that Cloudyn has their accurate contact information.</p>
Severity C	Minimum business impact	Customer's business is functioning with minor impediments of services.	<p>When the customer issue is identified as Severity C, the customer confirms that the issue has minimum impact to their business with minor impediment of service.</p> <p>For a Severity C incident, Cloudyn will contact the customer during business hours only.</p> <p>The customer also ensures that Cloudyn has their accurate contact information.</p>

² Cloudyn may downgrade the severity level if the customer is not able to provide adequate resources or responses to enable Cloudyn to continue with incident resolution efforts. Cloudyn uses a proprietary system to determine 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. Limitations

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 Incidents that are related to the customer's environment and are beyond Cloudyn's control such as electricity, networking access, internet latency, malfunctions of 3rd 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 Incidents 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;
- 7.8 Situations where the customer does not provide Cloudyn with sufficient information regarding the Incident;
- 7.9 Incidents that result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- 7.10 Incidents that result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
- 7.11 Incidents that result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; and
- 7.12 Incidents caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised.