

September 2018



Green Cloud Technologies Service Level Agreement (SLA)

Commitment

Green Cloud commits to Customer that the Green Cloud network and the Green Cloud infrastructure supporting Cloud Services will be available at all times (100% uptime), excluding maintenance periods.

Definitions

The Green Cloud "network" is defined as the data network from the virtual server environment to the outermost port of the Green Cloud-owned routing infrastructure.

The Green Cloud "infrastructure" is defined as the compute, storage, switching, and routing equipment owned and maintained by Green Cloud.

"Availability" of the Green Cloud network specifically excludes any public Internet Service Providers (ISPs) ability to provide consistent or stable network access from the Customer premise to the Green Cloud network and/or infrastructure.

Service Level Objectives

Green Cloud commits to making available the entirety of its network and infrastructure at all times, outside of maintenance periods. However, from time to time, individual components or Customer services may fail or become unusable, impacting the Customer's ability to use those services.

Green Cloud offers various Service Options to support and complement the Customer's business continuity plan; and based on the Customer's subscription, commits to certain service level objectives, particularly: Recovery Time Objective (RTO).

The RTO represents the timeframe to fully restore a server, virtual appliance, or service from the time the failure is reported.

Table 1: Recovery Time Objectives by Product – Current Offerings

| Product | Service Option | RTO |
|--|----------------|------------------------------------|
| Infrastructure as a Service (IaaS) Backups | File-Level | Size-dependent |
| | VM-Level | Size-dependent |
| Disaster Recovery as a Service (DRaaS) with Zerto | 15-Minute RPO | 1 Hour |
| DRaaS with Storage Replication (intra-GC data centers) | 24-Hour RPO | 24 Hours |
| Networking & Security | Default | Same as lowest-subscribed IaaS RTO |

Table 2: Recovery Time Objectives by Product – Legacy Offerings

| Product | Service Option | RTO |
|--|------------------|----------------|
| Infrastructure as a Service (IaaS) Backups | 24-Hour Snapshot | 24 Hours |
| | 6-Hour Snapshot | 6 Hours |
| DRaaS – ExpressRestore (Zerto) | 15-minute RPO | 1 Hour |
| DRaaS – ServeRestore | Backup-only | Size-dependent |
| | Default | 4 Hours |

Scheduled and Emergency Maintenance

Green Cloud reserves the right to make unavailable servers, applications, or hardware to conduct routine maintenance during designated maintenance periods ("Scheduled Maintenance"). Green Cloud will not be responsible for any damages or costs incurred by Customer, if any, for Scheduled Maintenance.

Maintenance periods are limited to the time of day between 12:00 a.m. Eastern Standard Time (EST) and 6:00 a.m. (EST) wherein planned upgrades, patches, replacements, removals, and failover testing may be made to the Green Cloud network or Green Cloud infrastructure.

In the event that the network or infrastructure becomes unavailable outside of the designated maintenance period ("Emergency Maintenance"), Green Cloud guarantees restoration or repair within the time period specified for each Service Level Objective to which the Customer has subscribed. Service Level Objective time periods (e.g. Response Time and Restore Time) begin from the time the

Incident is received via email or telephone by Green Cloud from Customer. See "Service Level Objectives."

If specific Service Level Objectives are not selected by the Customer and, instead, the Customer utilizes default Service Options, Green Cloud shall use best efforts to restore services based on SLO and Incident Priority levels (see "Support Services").

System Event Notification

Green Cloud will make available to the Customer, through subscription, the Scheduled Maintenance calendar, as well as a brief description of the type of maintenance to be performed, the services impacted, and expectations for downtime.

If any Cloud Services become unavailable, Green Cloud will notify the Customer, through subscription, the type of Incident, the service(s) impacted, and the anticipated timeframe for restoration of service. Customer can and should subscribe to system event notifications at <http://status.grnclld.net>

Remedies

If Green Cloud fails to uphold the Service Level Agreement, the Customer may be eligible for a service credit, which will be a percentage of the Monthly Recurring Charges (MRCs) for only those Services impacted by the failure.

All service credit requests must be submitted by Customer to the Green Cloud Operations team via telephone or email. Requests will be reviewed for approval within thirty (30) days of receipt.

Customer is eligible for Service Credit for the dollar amount equal to that service's Monthly Recurring Charge divided by 720, for every hour of downtime. In other words, for every hour of downtime, one hour of MRC may be credited.

If there is a breach of any subscribed SLO, on a per-service basis, Customer is also eligible for Service Credit equal to 2.5% percent of that service's Monthly Recurring Charges for every hour of downtime.

For remedy calculation purposes, "downtime" starts from the time that the services' unavailability is reported to Green Cloud Operations by the Customer and ends when Green Cloud confirms restoration of services.

All billing credits are applied at the end of the billing cycle during which the notification of failure was received.

SLA Remedy Limitations: Customer is not entitled to any credits if the account is delinquent or in breach of the terms of this agreement. If failure occurred as a result of Customer's misuse, deliberate, or unintentional action outside of the Acceptable Usage, Customer is not entitled to Service Credits.

This Service Level Agreement is your sole and exclusive remedy for any Green Cloud failure as defined above. Notwithstanding anything in this Agreement to the contrary, the maximum total Service Credit for the monthly billing period, including all guaranties, shall not exceed 100% of Customer's monthly recurring charges for that billing period. Service Credits that would be available but for this limitation will not be carried forward to future billing periods.

Green Cloud's performance under this Service Level Agreement, in whole or in part, is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar emergency beyond the parties' control, making it impossible, illegal, or commercially inadvisable, or which materially affects a party's ability to perform its obligations under this agreement in whole or in part.