



## **iSync.io Service Level Agreement (SLA)**

As part of our Cloud Services Agreement with You, we will meet the following service level guarantees.

### **Network**

We guarantee that our data center network will be available 99% of the time in any given monthly billing period, excluding maintenance.

### **Data Center Infrastructure**

We guarantee that data center HVAC and power will be functioning 100% of the time in any given monthly billing period, excluding maintenance.

However, data center facilities are constantly being upgraded. In order for You to benefit from these upgrades, You agree to the following:

- that Your servers may be relocated within data centers,
- changes may be made to the provision of the Services,
- URLs, IP addresses and new procedures may be established for the use of the Services.

You further agree that changes may be made to DNS records and zones on the applicable DNS servers for the operation of the shared network infrastructure. In each case, You will be given reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the Services.

### **Cloud Server Hosts**

We guarantee the functioning of all iSync.io Cloud Services server hosts including compute, storage, and hypervisor. If a server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification.

### **Migration**

If a server migration is required because of server host degradation, we will notify You at least 24 hours in advance of beginning the migration, unless we determine in our reasonable judgment, that we must begin the migration sooner to protect your cloud server data. Either way, we guarantee that the migration will be complete within one hour of the time that we begin the migration.

### **Credits**

If we fail to meet a guarantee stated above, You will be eligible for a credit. Credits will be calculated as a percentage of the fees You have incurred during the monthly billing period in which You were adversely affected (to be applied at the end of the billing cycle), as follows:



**Network:** Five percent (5%) of the fees for each 30 minutes of network downtime, up to 100% of the fees for that month in which the downtime occurred,

**Data Center Network and Infrastructure:** Five percent (5%) of fees for each 30 minutes of infrastructure downtime, up to 100% of the fees for that month in which the downtime occurred,

**Unexpected Migration:** Five percent (5%) of the fees for each additional hour of downtime, up to 85% of the fees for that month in which the issue occurred.

You are not entitled to a credit if You are in breach of Your iSync.io Cloud Services Partner Agreement (including your payment obligations to us) or its AUP or other misuse or improper administration of Your virtual servers.

You are not entitled to a credit if downtime would not have occurred but for (i) Your breach of your iSync.io Cloud Services Agreement or any related agreement, or (ii) any act by You.

You will not receive a credit if you are delinquent in the payment of your fees (ie., more than 30 days past due) until such fees are paid.

You will not receive a credit for Internet, hardware failures, or DNS outages outside of our network or outside of our control.

Notwithstanding anything above to the contrary, the maximum total credit for the monthly billing period, including all guarantees, shall not exceed 100% of your fee for that billing period. Credits that would be available but for this limitation will not be carried forward to future billing periods.

The credits awarded above are Your sole and exclusive remedy for iSync.io Cloud Services unavailability.

## **Definitions**

### **Definitions for purposes of this SLA:**

**"cloud server"** means your unique virtual machine instance.

**"cloud server fees"** means the fees for your cloud servers for the monthly billing period in which the failure occurred and includes monthly virtual machine instance and bandwidth charges.

**"data center network"** means the portion of cloud network extending from the network egress point of your cloud server host to the outbound port of the data center border router and includes managed switches, routers, cabling.

**"downtime"** is measured from the time a trouble ticket is opened until network availability is restored, or the affected device is power back on, as applicable.



**"fees"** means fees incurred by you on a monthly basis (dependent on your billing cycle) for your usage of iSync.io's Cloud Services.

**"infrastructure downtime"** means when our cloud servers are down due to power or heat problems.

**"maintenance"** includes but is not limited to scheduled and emergency maintenance.

**"power"** includes UPSs, PDUs and cabling, but does not include the power supplies in cloud server hosts.

Please note that we reserve the right to revise this SLA at any time without prior notice, although we will make reasonable efforts to provide prior notice via this website.