Service Level Agreement

As part of the Terms of Service governing all purchases of CLOUDSIGMA AG, trading as “CloudSigma” (“**we**”, “**us**”) services, we provide the following service level to you (“**you**”, “**your**”):

100% Virtual Server Availability Guarantee

CloudSigma guarantees 100% availability of virtual servers in any given calendar month as defined by their availability on our network and their responsiveness in a non-degraded way. This guarantee covers the hardware and virtualisation hypervisor layers only and not the software (including but not limited to operating systems and applications) running within virtual servers.

100% Network Uptime Guarantee

CloudSigma guarantees 100% network availability in any given calendar month. The network will be deemed 'available' if CloudSigma’s border routers and switches are available and responding to CloudSigma monitoring tools in a non-degraded manner.

1ms or less Network Latency Guarantee

CloudSigma guarantees a network latency of 1ms or less for data packets between servers within CloudSigma’s services and network. The network latency refers to network latency times between the boundary layer of one virtual server to the boundary layer of another virtual server and excludes internal latency times resulting from software running within a virtual server at either end of the data transit.

Credit

If we fail to meet the guarantees detailed above, you will be able to request a credit as detailed below up to a maximum of 100% of your fee for capacity used during the previous 30 calendar days:

- Credit of 50 times the fees for any period of lack of availability for a virtual server or network uptime lasting more than 15 minutes as measured from the time at which you validly inform us at support@cloudsigma.com or the time at which our monitoring systems detect the lack of availability, whichever is earlier;

- Credit of 50 times the fees for any period of network latency as defined above, with greater than 1ms lasting for more than 15 minutes as measured from the time at which you validly inform us at support@cloudsigma.com or the time at which our monitoring systems detect the lack of availability, whichever is earlier;
- Credit of your entire fee for the previous 30 calendar days in case of permanent loss of your stored data resulting from hardware or software failure of CloudSigma's systems. This provision entirely excludes data loss or corruption resulting from software running within a virtual server.

In the event that we fail to meet the guarantee on more than one occasion within a period of 30 calendar days, then the credit that you may claim for any incident will be limited to the maximum of 100% of your fee for capacity used since the previous incident or 100% of your fee for capacity used during the previous 30 calendar days, whichever fee is lower.

To receive a credit, you must contact us at support@cloudsigma.com within 30 calendar days of the incident, specifying the start time, date and duration of the qualifying period which forms the basis of your claim and the amount of credit claimed. We will be the sole arbiter regarding the award of credit and our decision will be final and binding.

Limitations and Exemptions

The following items or situations are exempt from CloudSigma's guarantees:

- Acts or omissions of you or your users;
- Software running within your virtual servers;
- Scheduled maintenance which we have announced at least 24 hours in advance;
- Factors outside our control, including but not limited to any force majeure events, failures, acts or omissions of our upstream providers or failures of the internet.
- Actions of third parties, including but not limited to security compromises, denial of service attacks and viruses provided CloudSigma makes reasonable efforts to keep its software and systems up to date;
- Violations of our Acceptable Use Policy;
- Any product currently in Beta as per our Terms of Service
- Law enforcement activity.

A user must be up to date with all payments and have sufficient pre-pay balance where appropriate to cover current usage levels to be eligible for the credits outlined in this Service Level Agreement. No credits will be extended if a user is delinquent on any payments or has insufficient balance to continue using CloudSigma services at usage levels during the qualifying claimed credit period for at least 10 calendar days.

The award of credit by CloudSigma to you as described in this Service Level Agreement will be the sole and exclusive remedy for unavailability or performance degradation of CloudSigma services. Credits will only be provided against future service and for the avoidance of doubt may not be exchanged for cash or other forms of payment.

Notwithstanding anything in this Service Level Agreement to the contrary, the maximum total credit for the monthly billing period, including all guaranties, shall not exceed 100% of your fee for the previous 30 calendar days. Credits beyond your fee for the previous 30 calendar days will not be carried forward for use against future fees.

This Service Level Agreement forms part of your Agreement with CloudSigma, along with the Acceptable Use Policy , and is subject to all the terms and conditions stated in these documents.

Last Updated: 11 May 2010

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