

# RapidScale Service Level Agreement

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## Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the respective service level agreements applicable to the respective hosted third-party Services provided to you pursuant to the Agreement. This SLA is subject to and incorporated into the T&C’s and is a part of the Agreement between you and RapidScale. Terms not defined in this SLA shall have the meaning set forth in the T&C’s.

To the extent that you purchase the third-party Services below, the corresponding service level agreement provided below shall be applicable to your use of the applicable Services. Each respective third-party service level agreement may be amended from time-to-time. You are responsible for reviewing and informing yourself of all applicable changes. You should regularly visit this document.

Hosted Services Service Level Agreement	Citrix Desktop as a Service
	Cloud Server
	Horizon Desktop as a Service
Microsoft Service Level Agreement	Microsoft 365 Services
	Microsoft Voice Services
SaaS – Service Level Agreement	Mimecast Services
	Duo – Multifactor Authentication
No Uptime Service Level Agreement	Zerto Services
	Veeam
	Solarwinds
	VeloCloud SD-WAN

**EXCLUSIVE REMEDIES:** THE RESPECTIVE CREDITS PROVIDED PURSUANT TO THE RESPECTIVE SERVICE LEVEL AGREEMENTS BELOW WILL CONSTITUTE RAPIDSCALE’S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO ACHIEVE THE CORRESPONDING SERVICE LEVEL COMMITMENTS BELOW.

## Hosted Services Service Level Agreement

RapidScale provides the following Service Level Agreement based on uptime availability for RapidScale Hosted Services. This includes the following services defined in Hosted Service Table below:

Hosted Services Table:

Citrix Desktop as a Service
Cloud Server Service
VMware Desktop as a Service

The actual duration of the unavailability of such Service shall be measured from the issuance of a help-desk ticket by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Service for the applicable calendar month. In no event will you receive an aggregate credit of more than 60% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by you in writing within 20 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to the following shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service Credits:

### **Credit Exceptions**

1. Denial of service (DOS) attempts and any other malicious attempts by third parties;
2. That result from your (your third-party) services, applications, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth;
3. Scheduled RapidScale network maintenance;
4. Cabling, infrastructure, on-premises equipment or circuits/transport (between customer's location and RapidScale) provided, owned and/or operated by you;
5. Caused by the applicable third-party service provider disabling or terminating the applicable Services;
6. Caused by your failure to modify your use of a Service after RapidScale has advised you to modify your use of a Service;
7. Acts or omissions by you or your employees, agents, contractors, or vendors, or anyone gaining access to RapidScale's network by means of your passwords or equipment;
8. Your failure to adhere to any required configurations, your failure to use supported platforms or your failure to follow the Acceptable Use Policy (AUP) or any applicable third-party terms and conditions, the T&C's or the Agreement;
9. Delinquent payments with respect to the applicable Service at the time of the unavailability; and
10. Force Majeure Events.

### **Terms**

**Standard:** Refers to an architecture with a single point of failure. The Service Level Agreement for availability is 99.5% or 220 minutes of downtime per month.

**High Availability (HA):** Refers to an architecture with two (2) or more points of redundant failure. The Service Level Agreement for availability is 99.9% or 44 minutes of downtime per month.

### Service Availability

Standard Service (Non-HA)	Service Credit % of MRC
Uptime of 99.5% or higher (less than 220 minutes of downtime)	None
Uptime of 99.49% - 99.0% (less than 220 and more than 438 minutes of downtime)	10%
Uptime of 98.99% - 97.0% (less than 438.1 and more than 1,296 minutes of downtime)	20%
Uptime of 96.99% - 96.0% (less than 1,296.1 and more than 1,728 minutes of downtime)	30%
Uptime of 95.99% - 95.0% (less than 1,728.1 and more than 2,160 minutes of downtime)	40%
Uptime of less than 95.0% (more than 2,160 minutes of downtime)	50%

High Availability (HA) Service	Service Credit % of MRC
Uptime of 99.9% or higher (less than 44 minutes of downtime)	None
Uptime of 99.5% - 99.89% (less than 44 and more than 220 minutes of downtime)	20%
Uptime of 99.49% - 99.0% (less than 220 and more than 438 minutes of downtime)	30%
Uptime of 98.99% - 97.0% (less than 438 and more than 1,296 minutes of downtime)	40%
Uptime of 96.99% - 96.0% (less than 1,296 and more than 1,728 minutes of downtime)	50%
Uptime of less than 96.0% (more than 1,728 minutes of downtime)	60%

## Microsoft 365 Services

RapidScale provides the following Service Level Agreement based on uptime availability for Microsoft Cloud Services. The Microsoft services included in this SLA are defined in Microsoft Cloud Services Table below:

Microsoft 365 Cloud Services Table:

Exchange Online
Exchange Online Archiving
Exchange Online Protection
Microsoft Teams
Microsoft 365 Business
Microsoft 365 Advanced Compliance
Microsoft 365 ProPlus
Office Online
OneDrive for Business
Project Online
SharePoint Online
Identity as a Service Premium

The actual duration of the unavailability of such Service shall be measured from the issuance of a help-desk ticket by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the corresponding percentage below multiplied by the fees due for any affected Service(s) for the applicable calendar month. In no event will you receive an aggregate credit of more than 100% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by you in writing within 30 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to the following shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service credits:

### **Credit Exceptions**

1. Denial of service (DOS) attempts and any other malicious attempts by third parties;
2. That result from your (your third-party) services, applications, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth;
3. Scheduled RapidScale network maintenance;

4. Cabling, infrastructure, on-premises equipment or circuits/transport (between customer's location and RapidScale) provided, owned and/or operated by you;
5. Caused by the applicable third-party service provider disabling or terminating the applicable Services;
6. Caused by your failure to modify your use of a Service after RapidScale has advised you to modify your use of a Service;
7. Acts or omissions by you or your employees, agents, contractors, or vendors, or anyone gaining access to RapidScale's network by means of your passwords or equipment;
8. Your failure to adhere to any required configurations, your failure to use supported platforms or your failure to follow the Acceptable Use Policy (AUP) or any applicable third-party terms and conditions, the T&C's or the Agreement;
9. Delinquent payments with respect to the applicable Service at the time of the unavailability; and
10. Force Majeure vents.

**Exchange Online Downtime:** Any period of time when users are unable to send or receive email with Outlook Web Access. There is no scheduled downtime for this Service.

**Exchange Online Archiving Downtime:** Any period of time when users are unable to access the email messages stored in their archive. There is no scheduled downtime for this Service.

**Exchange Online Protection Downtime:** Any period of time when the network is not able to receive and process email messages. There is no scheduled downtime for this service.

**Microsoft Teams Downtime:** Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.<sup>1</sup>

**Microsoft 365 Business Downtime:** Any period of time when Office applications are put into reduced functionality mode due to an issue with Microsoft 365 activation.

**Microsoft 365 Advanced Compliance Downtime:** Any period of time when the Customer Lockbox component of Microsoft 365 Advanced Compliance is put into reduced functionality mode due to an issue with Microsoft 365.

**Microsoft 365 ProPlus Downtime:** Any period of time when Office applications are put into reduced functionality mode due to an issue with Microsoft 365 activation.

**Office Online Downtime:** Any period of time when users are unable to use the Service to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

**OneDrive for Business Downtime:** Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

**Project Online Downtime:** Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

**SharePoint Online Downtime:** Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

**Identity as a Service Premium:** Any period of time when users are unable to authenticate and they have the appropriate permissions.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

### Service Downtime

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that Incident.

### Service Credit

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

<sup>1</sup>Online meeting functionality applicable only to users licensed for the Skype for Business Online Plan 2 Service.

## Microsoft Voice Services

RapidScale provides the following Service Level Agreement based on uptime availability for Microsoft Voice Services. The Microsoft services included in this SLA are defined in Microsoft Voice Services Table below:

Microsoft 365 Voice Services Table:

Skype for Business Online
Microsoft Teams – Calling Plans and Audio Conferencing
Microsoft Teams – Voice Quality

### Skype for Business Online / Microsoft Teams – Calling Plans and Audio Conferencing

**Skype for Business Downtime:** Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.<sup>1</sup>

**Microsoft Teams – Calling Plans and Audio Conferencing Downtime:** Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN.

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident.

### **Service Credit (Skype for Business / Microsoft Teams – Calling Plans and Audio Conferencing)**

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

<sup>1</sup>Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

## **Microsoft Teams – Voice Quality**

This SLA applies to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).

### **Additional Definitions**

“**Eligible Call**” is a Microsoft Teams-placed call (within a subscription) that meets both conditions below:

- The call was placed from a Microsoft Teams Certified IP Desk phones on wired ethernet
- Packet loss, jitter and latency issues on the call were due to networks managed by Microsoft.

“**Total Calls**” is the total number of Eligible Calls

“**Poor Quality Calls**” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), packet loss rate, jitter and packet loss-delay concealment factors, it is dynamic and continually updated based on new learnings from analysis using millions of Skype, Skype for Business, and Microsoft Teams calls and evolution of devices, algorithms and end-user ratings.

**Monthly Good Call Rate:** The Monthly Good Call Rate is calculated using the following formula:

$$\frac{\text{Total Calls} - \text{Poor Quality Calls}}{\text{Total Calls}} \times 100$$

### **Service Credit**

Monthly Good Call Rate	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%



## Mimecast Services

RapidScale provides the following Service Level Agreement based on uptime availability for Mimecast Services. The actual duration of the unavailability of such Service shall be measured from the issuance of a help-desk ticket by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Service for the applicable calendar month. In no event will you receive an aggregate credit of more than 50% of the total monthly recurring charges (MRCs) paid or payable to RapidScale by you with respect to an applicable calendar month for the applicable Service. Credits must be requested by you in writing within 10 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to the following shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service Credits:

### Credit Exceptions

1. Denial of service (DOS) attempts and any other malicious attempts by third parties;
2. That result from your (your third-party) services, applications, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth;
3. Scheduled RapidScale network maintenance;
4. Cabling, infrastructure, on-premises equipment or circuits/transport (between customer's location and RapidScale) provided, owned and/or operated by you;
5. Caused by the applicable third-party service provider disabling or terminating the applicable Services;
6. Caused by your failure to modify your use of a Service after RapidScale has advised you to modify your use of a Service;
7. Acts or omissions by you or your employees, agents, contractors, or vendors, or anyone gaining access to RapidScale's network by means of your passwords or equipment;
8. Your failure to adhere to any required configurations, your failure to use supported platforms or your failure to follow the Acceptable Use Policy (AUP) or any applicable third-party terms and conditions, the T&C's or the Agreement;
9. Delinquent payments with respect to the applicable Service at the time of the unavailability; and
10. Force Majeure events.

### Terms

**False Negative:** means a spam email which is not identified as spam by the Service.

**False Positive:** means a legitimate email incorrectly identified as spam by the Service. Emails which do not constitute business email, emails sent from a compromised machine, emails sent from a machine on a third-party block list, or where the senders mail server does not fully comply with SMTP standards as defined in RFC 2821 & 2822 shall not constitute as false positives.

### Service Availability

"Service Availability" is defined as SMTP messages delivered to and from host servers. If Service Availability to you is calculated to be below 100% in any given calendar month, you will be eligible for a credit for the month in which the non-availability occurred as follows:

Service Availability in a Given Calendar Month	Service Credit % of MRC
Less than 100% but more than 99%	10%
Less than 99% but more than 98%	20%
Less than 98% but more than 97%	30%
Less than 97% but more than 96%	40%
Less than 96%	50%

## Duo Services

RapidScale provides the following Service Level Agreement based on uptime availability for Duo Dual-Factor Authentication Services. The actual duration of the unavailability of such Service shall be measured from the issuance of a help-desk ticket by the RapidScale help desk to the restoration of availability of the affected Service. You will receive a credit equal to the corresponding percentage below multiplied by the fees due for such affected Service for the applicable calendar month. In no event shall Customer received an aggregate credit equal to more than 15 days of the Services. Credits must be requested by you in writing within 15 calendar days following the end of the month for which the credit is being requested. Any unavailability of the applicable Service due to the following shall not constitute unavailability of the applicable Service for purposes of calculating the uptime availability and the corresponding Service Credits:

### Credit Exceptions

1. Denial of service (DOS) attempts and any other malicious attempts by third parties;
2. That result from your (your third-party) services, applications, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth;
3. Scheduled RapidScale network maintenance;
4. Cabling, infrastructure, on-premises equipment or circuits/transport (between customer's location and RapidScale) provided, owned and/or operated by you;
5. Caused by the applicable third-party service provider disabling or terminating the applicable Services;
6. Caused by your failure to modify your use of a Service after RapidScale has advised you to modify your use of a Service;
7. Acts or omissions by you or your employees, agents, contractors, or vendors, or anyone gaining access to RapidScale's network by means of your passwords or equipment;
8. Your failure to adhere to any required configurations, your failure to use supported platforms or your failure to follow the Acceptable Use Policy (AUP) or any applicable third-party terms and conditions, the T&C's or the Agreement;
9. Delinquent payments with respect to the applicable Service at the time of the unavailability; and
10. Force Majeure events.

### Terms

**"Downtime"** means when there is more than a five percent user error rate across all of a Customer's users. Downtime is measured based on server-side error rate.

**"Service"** means the Duo Security multi-factor authentication service.

**"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**"Service Credit"** means the number of days of Service to be added to the end of the Service term per the Service Availability table defined below.

### Service Availability

Downtime is defined as % availability in a given calendar month. If Service availability is calculated to be below 100% in any given calendar month, you will be eligible for a credit for the month in which the non-availability occurred as follows:

Service Availability in a Given Calendar Month	Days Credited
< 99.95% - ≤ 99.9% (Duo Care premium only)	3
< 99.9% - ≤ 99.0%	3
< 99.0% - ≤ 95.0%	7
< 95.0%	15

## No Uptime Service Level Agreement

No uptime service level agreement is provided with respect to the following RapidScale Services as defined in the No Service Level Agreement Table.

No Service Level Agreement Table:

Zerto
Veeam
Solarwinds
VeloCloud SD-WAN

**Zerto** provides a software layer for providing backup and or disaster recovery Services, which are not considered as primary to the operation of your business. The Services are considered secondary services that attach to a primary service or solution (either RapidScale hosted or in your on-premises environment). RapidScale and Zerto shall use all commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater where Service is provided by RapidScale. This does not constitute a promise or commitment of uptime availability, or a service credit backed SLA.

**Veeam** provides a software layer for providing backup Services, which are not considered as primary to the operation of your business. These Services are considered secondary services that attach to a primary service or solution (either RapidScale hosted or in your on-premises environment). RapidScale and Veeam shall use all commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater. This does not constitute a promise or commitment of uptime availability, or a service credit backed Service Level Agreement.

**Solarwinds** provides monitoring and limited backup Services, which are not considered as primary to the operation of your business. These Services are considered secondary services that attach to a primary service or solution (either RapidScale provided or in your on-premises environment). RapidScale and Solarwinds shall use all commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater. This does not constitute a promise or commitment of uptime availability, or a service credit backed Service Level Agreement.

**VeloCloud SD-WAN** provides a software layer that sits on top of a primary transport layer. RapidScale and VeloCloud shall use all commercially reasonable efforts to ensure Service is available to you 99.9% of the time or greater where Service is provided by RapidScale. This does not constitute a promise or commitment of uptime availability, or a service credit backed SLA. In the event of a Service disruption, RapidScale provides 24/7/365 Tier I/II support via RapidResponse Support to support the provided Services. RapidScale will also use all commercially reasonable effort to work with and escalate tickets to third-party transport layer providers. The SLA provided below is a passthrough SLA based on VMware VeloCloud and is NOT measured on an uptime-basis per solution. Credits are paid out for the affected sub-systems based only as set forth in the applicable sales order.

**Support:** Tier I/II support is provided through RapidResponse Support. Please refer to the following RapidResponse Support document for details on the support RapidScale provides: [RapidResponse Support](#).

Vendor additional support is provided directly to RapidScale via escalation through RapidResponse, not directly to you. Such second-tier support is provided 24/7/365.

**Limitations.** RapidScale and Vendor will have no obligation to provide support for problems caused by or arising out of the following: (i) modifications or changes to the Services; (ii) use of the Services not in accordance with the Agreement or documentation; or (iii) third-party products that are not authorized in the Vendor documentation or, for authorized third-party products in the Vendor documentation, problems arising solely from such third-party products.

## Excluded Services

The following Services are not currently covered under this SLA as defined in the Excluded Services Table:

Excluded Services Table:

Any licensing purchased under Service Provider Licensing Agreement (SPLA)
Any licensing under Bring Your Own Licensing (BYOL) rules
Any tools used for migration and/or setup of data into a RapidScale Service, including, but not limited to, BitTitan, SkyKick
Any Services procured through third party for one-time or occasional use
Secondary Services, which are services that are not considered business critical such as email or desktops. Examples of such Services are backup or monitoring Services. A temporary outage in such Services does not typically affect business operations