AVAILABILITY SLA

Elastx strives to maintain as high availability of its public cloud platforms as possible. If we do not achieve and maintain service levels described in this SLA, you might be eligible for deduction from the next monthly invoice, see section compensation.

Date of version: 2023-02-09

Availability Service Level Agreement

If Elastx does not achieve and maintain service levels described in this Availability SLA, you might be eligible for financial credit from your next monthly invoice, see section Financial Credit.

Availability is the calculation of Monthly Uptime - thus ECP service availability time minus Interruption time - as a percentage of the total time within a month using the following formula:

 T_{Billed} = Total amount of billed time in minutes within a month

 $T_{Interruption} = Total \ billed \ time \ of \ Interruption \ in \ minutes \ within \ billed \ time \ of \ month$

Availability =
$$100 \times \frac{T_{Billed} - T_{Interruption}}{T_{Billed}}$$

Elastx strives to maintain as high availability of Elastx Cloud Platform, ECP, as possible at all times. ECP is designed to provide best possible conditions for customers to build resilience leveraging our three Availability Zones in combination.

Elastx Managed Services Availability SLA

Thus Elastx provides a Monthly Uptime commitment of 99.95% for our services in general and specifically applicable to the following Elastx managed services:

- Mail Relay
- Openstack laaS API
- DBaaS redundant datastores
- Kubernetes CaaS (Managed)
- Redundant connectivity services:
 - Cloud Connect
 - Cloud Exchange
 - Cloud VPN

- Security services:
 - Threat Intelligence
 - DDoS Protection
 - Web Application Firewall

Monthly Uptime Percentage	Financial Credit Percentage
< 99.95% >= 99.50%	10%
< 99.50% >= 99.00%	30%
< 99.00%	100%

Multiple Availability Zone SLA for Compute and Storage Services

Applicable to:

- Multi region Virtuozzo PaaS
- Multi availability zone OpenStack laaS

Specifically for our Compute and Storage services, Elastx strongly recommends that you build redundancy leveraging multiple Availability Zones and will in that case give you 99.99% availability SLA.

Monthly Uptime Percentage	Financial Credit Percentage
< 99.99% >= 99.70%	10%
< 99.70% >= 99.00%	30%
< 99.00%	100%

Single Availability Zone SLA for Compute, Storage Services and Elastx managed services

Date of version: 2023-02-09

Applicable to:

- Single region Virtuozzo PaaS
- Single availability zone OpenStack laaS
- Single DBaaS datastore
- Non redundant connectivity with:

- Cloud Connect
- Cloud Exchange
- Cloud VPN

For each individual instance, Elastx will use commercially reasonable efforts to make the Instance available with an Instance Monthly uptime of at least 99.5%.

Monthly Uptime Percentage	Financial Credit Percentage
< 99.50% >= 95.00%	10%
< 95.00% >= 90.00%	30%
< 90.00%	100%

Storage durability

We offer the following data redundancy setup in Elastx Cloud Platform.

Storage type	Redundancy
Ephemeral storage	None. Single point of failure
OpenStack laaS Volumes and Virtuozzo PaaS disks	Two copies stored on separate hardware in the same availability zone
OpenStack laaS Object Storage	Three copies, one copy in each availability zone.

Elastx does not take backup of customer data. Backup can be configured and activated by the customer using external tools or tools provided in the platform.

Connectivity Services SLA

For non redundant connectivity we offer connectivity uptime of at least 99%.

Monthly Uptime Percentage	Financial Credit Percentage
< 99.00% >= 95.00%	10%
< 95.00% >= 90.00%	30%
< 90.00%	100%

Financial Credit

For Elastx to consider financial credit a claim must be made by contacting Elastx support at support@elastx.se no later than 1 month after the month that the claim is referring to. The claim should contain all necessary information, including detailed description of the incident as well as information regarding the timing and duration of the outage.

Exclusions

a) This Availability SLA is not applicable if the Interruption is caused by improper use from the customer or the application layer (see definitions). In case the customer claims compensation in accordance with this SLA and Elastx starts investigating to determine the cause (within 30 days) and it turns out that Interruption is caused by customer Elastx has the right to charge for hours spent investigating.

- b) Access to Customer Portal is not included in the availability guarantee
- c) Scheduled Service Windows are excluded from the Availability SLA
- d) Force Majeure
- e) Features or Services designated pre-general availability

SLA Definitions

"Elastx Cloud Platform" and "ECP". Elastx Cloud Platform (ECP) is the common name for the full infrastructure ecosystem of physical and logical components upon which we deliver our core, connectivity, security services and products.

"Platform Consumption" Is the consumption of capacity in Elastx Cloud Platform (ECP) including storage, compute, network.

"Unavailability" and "Interruption" In case a service is unreachable via external connection or if storage volumes perform zero IO with IO in queue.

"Scheduled Service Window". Is not included in Availability SLA. This is planned maintenance of ECP. We will notify our customers by information published on our support site <u>status.elastx.se</u>, a minimum of ten (10) days before maintenance begins. Emergency service windows can however be announced one (1) day before maintenance begins.

"External Connection" Bi-directional network traffic via supported protocols such as HTTP and HTTPS that also can be sent and received via public IP addresses.

"Ephemeral Storage" Ephemeral storage is temporary storage attached to your compute service instance present only during the running lifetime of the instance

"Customer Control Panel" Web or API-based user interface for access to ECP.

"Force Majeure" refers to circumstances beyond Elastx control that shall be excluded from the SLA commitment. Examples of force majeure: war, burglary, industrial action, lightning, fire, errors in another operator's network, denial of service attacks, or other similar circumstances.

"Availability Zone" Geographically separated data center location. (Elastx has three (3) availability zones.)

"Monthly Uptime" is the calculation of the percentage of monthly availability of your services in ECP.

"Ephemeral Storage" is temporary storage attached to your compute service instance present only during the running lifetime of the instance

"Customer Control Panel" Web or API-based user interface for access to ECP.

"Force Majeure" refers to circumstances beyond Elastx control that shall be excluded from the SLA commitment. Examples of force majeure: war, burglary, industrial action, lightning, fire, errors in another operator's network, denial of service attacks, or other similar circumstances.

"Availability Zone" Geographically separated data center location. (Elastx has three (3) availability zones.)

"Monthly Uptime" is the calculation of the percentage of monthly availability of your services in ECP. Previous version: 2017-02-01