



**SERVICE LEVEL AGREEMENT** (“SLA”) supplements the terms and conditions between Cloudnine Real Time (Company), and Customer (Client, User).

The SLA does not apply to any service not specifically identified in the SLA, or to any feature Cloudnine identifies as “beta”. If Company chooses to provide SLA credits for beta features, such choice will not impose any obligation on Company and Company may reverse such choice at any time.

## **1. TECHNICAL SUPPORT**

There are three different modes of communication Customer can use to contact Technical Support.

1. Phone – (888) 869-0076
2. Email – [support@cloud9realtime.com](mailto:support@cloud9realtime.com)
3. Submit a Ticket at [www.cloud9help.com](http://www.cloud9help.com)

Cloudnine’s Technical Support hours are Monday through Friday 5am – 10pm PST. After-hours emergency calls are taken by an answering service and forwarded to on-call Technical Support agents.

Emergency after-hours support issues include:

- Not able to login to your service
- Not able to access files or applications

All other issues, including new user or new computer setups, program troubleshooting and file restore requests will be handled during our normal technical support office hours.

Company provides client with technical support on application hosting, access, and other server related issues to active users free of charge. Company will attempt within a reasonable effort to provide support for third party applications, scripts, or components from third parties or developed by customer but is not responsible for support of such applications and may charge for such support if deemed outside the reasonable effort standard.

## **2. BILLING AND ACCOUNT RELATED INQUIRIES**

All inquiries regarding Company billing for its services should be directed to the assigned cloud advisor for client account.

## **3. ESCALATION**

If client is dissatisfied with Services or is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, client should contact the Technical Services Manager by phone 888.869.0076 or email [C9Manager@Cloud9RealTime.com](mailto:C9Manager@Cloud9RealTime.com). The Manager will review all concerns, investigate, and respond within 1 Business Day. As issues may be complex or require extensive investigation, this response time does not imply that a resolution is guaranteed within that time frame.

## **4. SERVER AVAILABILITY**

Company’s servers are monitored 24 hours a day, 7 days a week, 365 days per year and support agents are available by phone or email as posted in the support section of Company site. Company is fully committed to

providing quality service to all customers. To support this commitment, Company sets a 99.999% uptime benchmark.

## **5. APPLICATION SERVER AVAILABILITY**

Company guarantees 99% monthly average scheduled availability of its Application Servers. To verify that the servers are available Company will ping HTTP web service on the server by retrieving HTTP headers every 5 minutes with a 30-second threshold. If HTTP service does not respond, the server is considered non-operational and services are automatically restarted. If after the services are restarted and the HTTP web service does not respond correctly the server will be booted. After the server is restarted and the HTTP web service does not respond correctly, and if rebooting the server does not solve the problem, the server is removed from the load balancer and is escalated to the Support Center of the Company. Downtime of less than 5 minutes in duration is not recorded. Company calculates server uptime based on this type of server monitoring.

## **6. NETWORK AVAILABILITY**

Network availability is defined as Company network's ability to pass incoming and outgoing TCP/IP traffic. Servers unavailability caused by network unavailability is not included in server uptime if such network unavailability is caused by factors beyond the Company's control. Interruptions of service due to problems on the backbone or on the customer's desktop or network are beyond the Company's control. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in downtime calculations.

## **7. SCHEDULED MAINTENANCE**

To guarantee optimal performance of the servers and technology. Company will perform routine maintenance on the servers on a regular basis. Such maintenance often requires taking Company servers off-line. Company reserves server unavailability for maintenance purposes. This server unavailability is not included in downtime calculations. The maintenance typically is performed during off-peak hours. Off peak hours are 8:00pm to 12:00 a.m. Pacific Standard Time. Company has scheduled maintenance every third Saturday of the month and as needed. Company provides client with advance notice of maintenance whenever possible via e-mail and/or a posting at [www.cloud9help.com](http://www.cloud9help.com).

## **8. SERVER STORAGE**

Each paid client user on the Shared environment is allotted 5 GB's of storage, Virtual Servers are custom built and the size of the hard drive is predetermined in the client's contract. Cloudnine Real Time does not charge monthly storage fees. The servers may stop accepting, processing, or delivering data when this policy is not followed. If this occurs the Company shall not be held responsible for such unavailability or data loss.

## **9. OWNERSHIP OF DATA**

All data created and/or stored by client and/or users within the Company's applications and servers are client property and is for the exclusive use of designated users. Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with Company's Privacy Policy. Company makes no claim of ownership of data contained within the account holder's server space on Company's servers.

## **10. DATA INTEGRITY**



Company employs sophisticated redundant techniques to ensure the integrity of the data on its servers; the data is written to prevent data loss in the event of hardware failure. Backups are performed on a daily basis and kept 30 days rolling. Private virtual server clients have the option to upgrade backups to be performed more frequently and/or on longer data retention schedules.

In the event of data corruption, hardware failure or other data loss, Company will make an effort to restore lost or corrupted data from server backups. Company requires that Customer maintain a local copy of all data uploaded or stored on Company servers. Company is not responsible for Customer's lost or corrupted data for failure to maintain a local copy of all data. Additionally, Customer shall reasonably cooperate with Cloudnine in transferring any local copy of data uploaded or stored to Cloudnine if requested to maintain data integrity. In the event, that the Customers request a copy of data in media format there will be a nominal charge for this request.

## **11. DATA RETENTION**

After a Customer agreement has terminated or expired, Company will allow Customer to download stored data from its production servers for thirty (30) days. If thirty (30) days does not give Customer sufficient time to download stored data, Customer must contact Company in writing during that period to request other arrangements. After termination or expiration of a customer agreement, if Company receives a Customer request in writing within fifteen (15) days after the termination or expiration date, at customer's own expense, Company may send the data on physical media format (such as: hard-disk) via mail or courier. Upon thirty (30) days after termination or expiration of a Customer agreement, Company may delete all customer personal information contained on its environment.

## **12. CUSTOMER RESPONSIBILITIES**

In order to establish an account with the Company the Customer must supply the Company with Valid Software Licenses of Applications that will be hosted and/or lease licenses from the Company. To access the Company services customers must have a minimum broadband, DSL and/or cable internet connection and updated service packs with print drivers. A fully functional internet browser that allows pop-ups to be disabled. Also, Anti-Virus Software and Client firewalls must allow the Website Portal access as well as disable pop-up blockers.

## **13. PRIVACY STATEMENT**

Company values the privacy of its customers. Please refer to the Company's Privacy Policy for further information.