
Hosting Services – Service Level Agreement (SLA)

Introduction

This Service Level Agreement (“SLA”) is established by Tigunia, LLC, and applies to all clients, collectively referred to as “Client.” This SLA defines the quality and performance standards for Tigunia’s Foortress Private Cloud Hosting Services, described as the “Foortress Cloud” or the “Foortified Cloud,” and Client environment, defined as their Virtual Data Center (“vDC”). This document outlines the commitments related to service availability, performance metrics, support responsibilities, and the procedures for addressing service disruptions and downtime.

Purpose

This SLA aims to establish a clear and mutually agreed-upon framework for delivering and managing the Foortress Cloud Services. We designed Tigunia’s cloud services so that Tigunia meets the agreed-upon service levels and Client receives reliable and consistent service. This SLA specifies the expectations for uptime, response times, and support services, and defines the remedies available to Client for service failures. This agreement aims to support Client's operational needs and foster a transparent and accountable relationship between Tigunia and Client.

This SLA describes the services, how they are delivered, and how such services must be reported. Each objective stated herein is defined as a Service Level Objective (“SLO”) with defined targets. Any statement of service effort established herein is only rendered on a best-efforts basis if it does not relate to an established SLO.

To avoid doubt, this SLA applies solely to the availability and performance of the underlying infrastructure “Service” itself, not to the availability or performance of applications or systems running in Client’s privately controlled vDC.

Service Availability Uptime Targets

The Foortress vDC is provided according to a signed Statement of Work (“SOW”). For any Single-Instance Virtual Machine that uses premium storage for all Operating System and Data Disks, you will receive Virtual Machine Connectivity at least 99.99% of the time each month.

Scheduled Maintenance

Scheduled maintenance will be performed during a specified maintenance window, with at least thirty 30-days notice to Client. Scheduled maintenance is not included in the uptime calculation.

Monthly Uptime Calculation and Service Levels for Virtual Machines

$$\text{Monthly Uptime}\% = \frac{\text{Minutes in the Months} - \text{Downtime}}{\text{Minutes in the Month}} \times 100$$

Multi-Instance Virtual Machines

The following Service Levels and Service Credits apply to Client using Multi-Instance Virtual Machines (VMs). VMs are configured for high availability and balanced on separate underlying infrastructure areas using the applicable underlying balance mechanisms.

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.99%	10%
< 99.9%	25%
< 99.5%	100%

Single-Instance Virtual Machines

The following Service Levels and Service Credits apply to Client's use of Single-Instance Virtual Machines:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.99%	10%
< 99%	25%
< 95%	100%

Service Credits

Service Credits are Client's sole and exclusive remedy for any performance or availability issues for any service under this SLA. Client may not unilaterally offset its Applicable Monthly Service Fees for performance or availability issues.

Service Credits apply only to fees paid for the Service, Service Resource, or Service Tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service Tiers, Service Credits apply only to fees paid for the affected Service Resource or Service Tier. The Service Credits awarded in any billing month for a particular Service or Service Resource will stay within Client's monthly service fees for that Service or Service Resource in the billing month.

If Client purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be prorated.

If Client purchased a Service from another reseller, Client could receive a service credit directly from that reseller.

Requesting Service Credits

- Client must request service credits within five (5) days following the end of the affected month. Requests must be made in writing and include detailed documentation of the downtime.

Limitation of Service Credits

- Service credits are the sole and exclusive remedy for failure to meet the uptime guarantee. They are limited to the total of Client's invoice per calendar month.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to any issues related to the Application layer, which can be addressed on a Time and Materials basis upon Client's request;
- Due to factors outside Tigunia's reasonable control, for example, natural disaster, war, terrorism, riots, government action, or a network or device failure external to Tigunia data centers, including at Client's site or between Client's site and Tigunia's data center;
- That result from the use of services, hardware, or software not provided by Tigunia, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- Caused by Client's use of a Service after Tigunia advised Client to modify its use of the Service, and if Client did not modify its use as advised;
- During or concerning preview, pre-release, beta, or trial versions of a Service, feature, or software (as determined by Tigunia) or to purchases made using credits;
- That result from Client's unauthorized action or lack of action when required, or from Client's employees, agents, contractors, or vendors, or anyone gaining access to

Tigunia's network using Client's passwords or equipment, or otherwise resulting from Client's failure to follow appropriate security practices;

- That result from Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Client's use of the Service in a manner inconsistent with the features and functionality of the Service, *e.g.*, attempts to perform operations that are not supported, or inconsistent with Tigunia's guidance;
- That result from faulty input, instructions, or arguments (*e.g.*, requests to access files that do not exist);
- That result from Client's attempts to perform operations that exceed prescribed quotas or that resulted from Tigunia's throttling of suspected abusive behavior;
- Due to Client's use of Service features that are outside of associated Support Windows or,
- For licenses reserved but not paid for at the time of the Incident.

Services purchased through Open, Open Value, and Open Value Subscription volume licensing agreements, as well as any other software, licenses, or related services, are not eligible for Service Credits based on service fees.

Hosted Virtual Machine Operating System and application support are not included in this Service Level Agreement.

Client's Responsibilities

To support this SLA, Tigunia will need a minimum of two (2) authorized contacts for any relevant third-party vendor to whom Tigunia must communicate if contracted by Client. These contacts are required for the following purposes:

- Provide access to systems, equipment, and other resources needed to support the configuration.
- Maintain active support agreements with hardware and software vendors and provide Tigunia with appropriate credentials or permissions to interface with the vendor.
- Provide authorization to Tigunia to act on Client's behalf if vendor coordination is required.
- Provide a primary point of contact for escalations and issue resolution.
- Provide a point of contact with the authority to make decisions about change orders, budgets, scopes, resources, and other project-related issues.
- Provide reasonable notice of requirements to allow Tigunia sufficient time to mobilize the appropriate resources.
- Submit a written change request for services outside of the SOW. Changes may cause the fee schedule to change and additional charges to be assessed.

- Provide accurate, detailed documentation, including but not limited to, credentials, backup strategies, and network diagrams,
- Troubleshooting steps. At a minimum, Tigunia requires documentation specific to Active Directory, Email, File, and Application. If sufficient documentation is not provided, efforts will be more prolonged and extensive, and support cases affected may require escalation.

Service Level Agreement Review

This Service Level Agreement will be reviewed at least once a year, and its contents may be amended if necessary.

Tigunia reserves the right to remove any unsupported software if it is suspected that it causes a recurring problem on a supported client-owned system or device (with the authorization of Client's primary contact).

Issues relating to this SLA should be addressed to Tigunia Support at **(866) 562-8911** or support@tigunia.com. Unresolved issues will be escalated to the Director of Cloud Infrastructure.

Key Terms and Definitions

- Managed IT Services - IT tasks and processes that a third-party organization fulfills.
- Master Services Agreement ("MSA") - A contract between parties that defines the terms governing future transactions or agreements. See <https://www.tigunia.com/legal-notice> or the applicable MSA.
- Service Level Agreement ("SLA") - A contract between a vendor and a Client that specifies what the vendor will furnish, the timeframe in which it will be furnished, and the criteria for measuring vendor success.
- Agent - A small software program that MSPs use to gather information about the status of machines and devices remotely. Once installed, MSPs can manage systems, update programs, and resolve issues.
- Endpoint - Any mobile device, tablet, workstation, or server that interfaces with a user.
- Statement of Work ("SOW") - A legally binding agreement that captures and defines all aspects of the work provided by Tigunia related to a specific project.

Change Log

All changes are tracked by Tigunia's managed Governance Risk Compliance ("GRC") platform.