



## Service Level Agreement (SLA)

Last modified: June, 2020

During the Term of the agreement under which Inovonics has agreed to provide Inovonics Cloud Platform-based application availability to Customer (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"):

Covered Service	Monthly Uptime Percentage
Instances in Multiple Zones	>= 99.99%
A Single Instance	>= 99.5%
Load balancing	>= 99.99%

Customer agrees that these SLOs are provided for reference only, superseded by SLOs, or changes to SLOs, posted by Inovonics' cloud platform provider at [cloud.google.com](https://cloud.google.com).

If Inovonics does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Inovonics to meet the SLO. Capitalized terms used in this SLA and not otherwise defined have the meaning set forth in the Agreement.

### Definitions

The following definitions apply to the SLA:

**“Covered Service”** means:

- Instances in Multiple Zones.
- A Single Instance.
- Load balancing as part of the Compute Engine Service.

**“Downtime”** means:

- For virtual machine instances: loss of external connectivity or persistent disk access for the Single Instance or, with respect to Instances in Multiple Zones, all applicable running instances.
- For load balancing: loss of external connectivity (via the external IP addresses associated with load balancing forwarding rules with all Healthy Backend Instances) due to the failure of Inovonics' systems.
- Downtime does not include interruption or loss of external connectivity as a result of (i) the Inovonics managed VPN service failing to serve traffic directed to VPN tunnels under that

397 S. Taylor Avenue, Louisville, CO 80027

Tel: 800.782.2709 | Fax: 303.939.8977 | E-mail: [sales@inovonics.com](mailto:sales@inovonics.com) | Website: [www.inovonics.com](http://www.inovonics.com)

service; that sort of downtime is addressed exclusively in the Cloud VPN SLA; (ii) Network Service Tiers - Standard Tier failing to serve traffic; or (iii) other causes outside Inovonics' control, including but not limited to (1) acts of God such as floods, storms, earthquakes, fires, or lightning, (2) power failures/power surges and other incidence of excessive or insufficient (or lack of) voltage, (3) interruption, malfunction, or unavailability of Internet, Wi-Fi, or telephone equipment or service, including without limitation signal interference from other technology, equipment, services, or installations at or near the installation site, (4) any malfunction or failure of, defect in, or interference by non-Inovonics hardware, software, or services such as, but not limited to, faulty or defective Internet or telephone lines, faulty, defective, or unavailable Internet/cellular/radio transmitters and/or receivers, or failure or inadequacy of third-party monitoring or other services, or (5) damage or destruction to, or malfunction of, User or third-party equipment or facilities.

**“Downtime Period”** means a period of one or more consecutive minutes of Downtime. Partial minutes or intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.

**“Financial Credit”** means the following for Instances in Multiple Zones and load balancing:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service in the Region affected which did not meet SLO that will be credited to future monthly bills of Customer
99.00% - < 99.99%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

**“Financial Credit”** means the following for a Single Instance:

Monthly Uptime Percentage	Percentage of monthly bill for a Single Instance in the Region affected which did not meet SLO that will be credited to future monthly bills of Customer
95.00% - < 99.50%	10%
90.00% - < 95.00%	25%
< 90.00%	50%

**“Healthy Backend Instances”** means instances that are responding affirmatively to load balancing health checks.

**"Instance"** means a virtual machine instance, configured and managed by Customer, which runs on the Services. Instances are more fully described in the Documentation.

**“Instances in Multiple Zones”** means virtual machine instances hosted as part of the Compute Engine Service where instances are placed across two or more Zones in the same Region.

**“Monthly Uptime Percentage”** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

**“Region”** means the applicable region described at <https://cloud.google.com/compute/docs/regions-zones/>, as may be updated by Inovonics from time to time.

**“Single Instance”** means a single virtual machine instance hosted as part of the Compute Engine Service.

**“Zone”** means the applicable zone described at <https://cloud.google.com/compute/docs/regions-zones/>, as may be updated by Inovonics from time to time.

Customer agrees that these definitions and financial credits are provided for reference only, superseded by definitions and financial credits, or changes to definitions and financial credits, posted by Inovonics’ cloud platform provider at cloud.google.com.

## **Customer Must Request Financial Credit**

In order to receive any of the Financial Credits described above, Customer must notify Inovonics technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Inovonics with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Inovonics will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Inovonics will make available for auditing by Customer at Customer’s request.

## **Maximum Financial Credit**

The aggregate maximum number of Financial Credits to be issued by Inovonics to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

## **SLA Exclusions**

The SLA does not apply to any: (a) features designated pre-general availability (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Inovonics’ reasonable control; (ii) that resulted from Customer’s software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console. As applicable, Customer will only be entitled to Financial Credit for Downtime of a particular virtual machine instance as either a Single Instance or Instances in Multiple Zones, but not both.

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