



Service Level Agreement

The terms and conditions set out in this Service Level Agreement (this “SLA”) shall apply to Cloud Services and Colocation Services provided by Gravity Data Services, LLC (“Gravity Data”) to the extent incorporated, and applicable to, the customer’s agreement with Gravity Data (each, a “Service Agreement”). Capitalized terms used in this SLA but not defined herein shall have the meaning ascribed to them in the applicable Service Agreement.

Services Availability. Gravity Data shall use of commercially reasonable efforts to cause the Cloud Services and Colocation Services, which are described in a Service Agreement to which such Gravity Data is a party, to be available each full calendar month during a Service Term according to the following table:

Services	Availability
1 RU Colocation	100%*
BaaS	99.0%
Backup for Office 365	99.0%

*1RU Colocation availability is applicable to the Equipment Space and it only applies when all Customer Equipment supports dual power connected to redundant A+B power circuits. This SLA is only applicable to power, space, cooling availability in this A+B configuration.

Gravity Data will be deemed unavailable if (a) the Customer can neither transmit nor receive data to or from Gravity Data Network (whereby inability is confirmed by way of Customer documentation that verifies said inability is due to an issue with Gravity Data Equipment) and (b) such inability has been communicated to Gravity Data in sufficient detail to enable Gravity Data to open a case with respect thereof. “Gravity Data Network” means the IP backbone network operated by or on behalf Gravity Data between the core routers located in the Facility and Internet; *provided*, for the avoidance of doubt, the Gravity Data Network does not include, among other things, access facilities, backhaul facilities or Customer Equipment.

Cloud Services and Colocation Services shall not be deemed unavailable (without limitation) in the event of any of the following:

- Any circumstances whatsoever which are not within the reasonable control of Provider or its subcontractor(s) or any other force majeure events;
- Virus activity and hacking attempts;
- In accordance with a court order or any legally enforced requirements by any authority or other competent local authority;
- Scheduled or emergency maintenance on Global Data Equipment and Global Data-provided infrastructure of which the Customer has been notified;
- Failures or malfunctions of the Customer’s connection to Gravity Data Network (e.g., failure via the public internet or the Customer’s network) or related problem beyond Gravity Data Network;



- Failures or malfunctions of equipment, software, or other technology not owned or controlled by Gravity Data;
- Failure to comply with any terms of the then-current Acceptable Use Policy;
- Failures or malfunctions as a result of Customer’s over-provisioning of any capacity of the Customer Equipment;
- Malfunctions that results in unavailability as a result from changes in the Customer’s source environment or Customer Equipment, including either intentional or accidental connection or disconnections to the environment;
- Malfunctions that results from any action or inactions of Customer or any third party;
- Malfunctions that results from anyone gaining access to the Cloud Resources by means of Customer’s passwords, equipment or network, or access to the Equipment Space through any Device provided to Customer for such access;
- Any failure to restore an environment from a Backup file chain in Gravity Data services (Backup with Veeam only); or
- Unavailability of any management console or APIs.

Gravity Data, to the extent possible, will seek to notify the Customer about scheduled or emergency maintenances through its communication protocols to Customer’s established notification point of contact, including, without limitation, the Customer Portal.

Billing Credits. If Gravity Data does not meet its obligations under the terms of the SLA during a particular full calendar month of any Support Term, Gravity Data shall, at the Customer’s request and subject to eligibility, provide the applicable service credit (“**Billing Credit**”) set out in the chart below. The Credits in this Section shall not apply to Customers that have contracted with Gravity Data through either a Veeam Service Agreement or a third-party Reseller.

Condition	Billing Credit
Monthly Uptime Percentage < 99.00% and >= 98.00%	10% of Monthly Service Charges Billed ONLY for Affected Cloud/Data Center Resource
Monthly Uptime Percentage < 98.00%	15% of Monthly Service Charges Billed ONLY for Affected Cloud/Data Center Resource

The following conditions must be met to be eligible for Billing Credits:

Gravity Data shall use all, reasonably available information, to validate Customer’s credit request and make a good faith judgment on whether the Customer is entitled to a Billing Credit under the SLA.

If a Billing Credit is deemed to be owing to Customer, Gravity Data will apply the Billing Credit against future invoices otherwise due by Customer and are not transferable or redeemable for cash. Customer’s sole and exclusive remedy, and Gravity Data’s sole liability, with respect to Gravity Data’s violation of its obligations of this Service Level Agreement are the Billing Credits as described above. The maximum out-of-service credit a Customer may receive for Service Interruptions affecting any Service in any calendar month shall not exceed Customer’s monthly recurring charge for the affected Service governed by this SLA.



Credit request: Customer must contact Gravity Data within 20 days from the last day of the reported event by emailing billing@gravitydata.io provide reasonably sufficient information in the email for Gravity Data to determine whether a Credit is warranted. Failure of the Customer to follow the procedure in the preceding sentence shall waive the Customer's ability to receive a Credit for the affected period.