



Nimbus Hosting SLA

Nimbus Hosting is committed to providing you with an excellent standard of service.

The availability and operation of our infrastructure and network as well as the proper function and prompt repair of any equipment we provide, as part of the Services is essential to us. This document therefore describes our core commitments to you.

The service levels described below (“Service Levels”) set out the core aspects of the Services covered by our commitment and the levels to be achieved in the provision of those aspects of the Services. We also explain your remedies if at any time we fall below the high standards we set.

99.995% Infrastructure Availability

Nimbus Hosting commits to the availability of power and HVAC (heating, ventilation and air conditioning) 99.95% of the time in any given month.

In the case of HVAC, the achievement of this level will apply when (i) an average daily room temperature of between 18 and 27 degrees Celsius is achieved and (ii) an average room relative humidity of 60% (+/- 20%) is achieved.

In the case of power, the achievement of this level will apply when uninterrupted power is delivered to the server or firewall.

99.995% Network Availability

Nimbus Hosting commits to the availability of its network services 99.995% of the time in any given month.

The network will be considered available where (i) it is possible to transmit and receive data across the network equipment owned and managed by Nimbus Hosting, and (ii) it is possible to connect to Nimbus Hosting border routers.

Proper operation of your hardware

Nimbus Hosting is committed to the proper functioning of hardware provided as part of our dedicated servers. This hardware commitment applies only to the following hardware components: chassis, processor(s), memory, storage device(s), motherboard, power supplies and network interface card(s). It does not apply to the time required to rebuild a RAID array, reload the operating system, reload and configure applications or restore from backup.

For Standard Service clients, Nimbus Hosting will identify hardware faults within

1 hour of a fault occurring and resolve the fault in a further hour.



Downtime & Notification

“Downtime” means where the above Service Levels are not achieved for reasons other than those described under the Exclusions below. Downtime shall be measured from the time (i) you raise a ticket on Nimbus Hosting’s ticket system, notifying us of the relevant unavailability, and (ii) the unavailability is verified by Nimbus Hosting’s technical department. Downtime shall continue until the relevant Service Level is restored, as confirmed by Nimbus Hosting’s support department. Downtime may not be aggregated on an event basis; i.e. if any event gives rise to unavailability in respect of different Service Levels affecting the same service, you may not aggregate that unavailability and Downtime will be calculated only in respect of the Service Level which worst affects that service. Nimbus Hosting will determine any dispute regarding the extent and/or overlap of unavailability in its absolute discretion.

Service Credits

You will be entitled to the following Service Credits in the event of Downtime, all Service Credits being based on a percentage of your ‘MRC’, which is the monthly recurring charge (excluding tax) relating to the service experiencing the Downtime, excluding any Additional Services (i.e. services which do not comprise part of your Service package - as set out in your original Service Order Form):-

Total Monthly* Downtime	Service Credit Payable under Standard SLA
Less than 8 Minutes	None
Over 8 minutes but less than 10 minutes	None
Over 10 minutes but less than 30 minutes	none
Over 30 minutes but less than 1 hour	7.5%
Over 1 hour but less than 24 hours	15%
Over 24 hours but less than 48 hours	30%
Over 48 hours	100%

*‘Month’ and ‘monthly’ mean the month(s) covered by your monthly invoice(s).

Under no circumstances will your total entitlement to Service Credits exceed 100% of MRC in any month.

Process & Exclusive Remedy

The above Service Credits are your sole and exclusive remedy with respect to

any Downtime or other failure to achieve the Service Levels and represent Nimbus Hosting’s entire liability on respect of its failure to achieve the Service Levels.

Service Credits are only payable (i) in respect of Downtime verified as set out above, and (ii) only if you have paid all relevant Fees, including payment of the Fees relating to



the month for which the Service Credits are claimed and are otherwise in good financial standing with Nimbus Hosting.

To qualify for Service Credits, you must make a written request to Nimbus Hosting for credit within 14 days of the end of the month to which the Service Credit relates, failing which your right to Service Credits will be lost. Provided you so notify us, verified Service Credits are payable within three calendar months of your written request. Nimbus Hosting may, at its discretion, offset Service Credits against any Fees owing.

Services Falling Outside the Service Credit Regime

Deployment Services – If agreed, we will deploy the servers described in the Schedule 1 or order processed via our web site in accordance with any agreed timelines, on condition that you provide us with any information and other assistance we may require to enable us to do so. Deployment will be complete when we provide you with the information to enable you to use the server. If we fail to deploy the server as agreed with you, as a result of our fault and not owing to any fault or delay in your part, you are entitled to a refund of the set-up fee that relates to the deployment of the relevant server. This payment is your sole and exclusive remedy for any failure or delay in deployment. If we agree to expedite the deployment of your servers, we shall use all reasonable endeavours to do so within indicated timelines but we will not be liable for any failure to do so and the aforementioned refund will not apply.

Exclusions

There is no entitlement to Service Credits for any failure to meet the Service Levels which:

- is not due solely to the fault or negligence of Nimbus Hosting or its employees, agents or contractors;
- is the result of force majeure;
- is the result of any fault on your part, including any fault on the part of your employees, agents, contractors or customers;
- results from abuse or misuse by you, your employees, agents, contractors, customers, any persons to whom you have given access to the Services, or any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you; • is due to planned maintenance;
- relates to your breach of your agreement with us (including any suspension of the Services relating to such breach);
- results from limitations imposed by you upon Nimbus Hosting in the provision of the Service(s);
- due to inherent hardware or software defects;
- due to inherent design faults in your systems or any part of your systems.