

Definitions of service levels on infrastructure and Rackfish services for extended SLA with response time and application incidents.

Rackfish provides services to ensure operability and availability 24/7. We call these agreements SLA A, SLA B and SLA C, which give different access to services and prices in order to accommodate different clients' needs.

1. Availability

Rackfish provides these levels of availability:

Shared hosting – 99.5%
Basic server – 99.5%
Standard server – 99.9%
Standard server with high availability – 99.95%
Standard server with fault tolerance – 99.99%
Standard server with fault tolerance on data center level (Site Recovery) – 99.99%

Availability is measured on a monthly level.

2. Definition of availability

Definition of availability: Availability = (total time – downtime) / total time

Availability is measured on a monthly level

3. Definition of downtime

Downtime is when a server is no longer accessible from the Internet – except:
Planned maintenance during our "service window" between 05.00-07.00 CET
Emergency maintenance
Downtime caused by client
Limited availability due to Internet problems not caused by Rackfish or our providers
Downtime due to Force Majeure

4. SLA (Service Level Agreement) – servers without High Availability

When hardware failures occur, Rackfish tries to move or reboot the server within our cluster to resume the service. Servers without high availability do not have capacity reserved for these events. If a hardware error occurs where the capacity isn't available for a reboot, Rackfish may take up to 6 hours to restore the service.

In other cases, the indemnification is 2.5% per complete hour during the warranted uptime.

All our hosting services include this level of SLA, called SLA A.

5. SLA (Service Level Agreement) – servers with high availability or fault tolerance

Servers with high availability are servers that have a reserved capacity in our clusters in the case of hardware failures.

Fault tolerance (FT) provides continuous availability for applications/systems in case of a server malfunction through providing an active copy of the virtual server that executes the same processes as the primary server, which gives the possibility of an instant fail-over when there is a problem.

These services have full rights to indemnization in case of hardware failures.

The indemnization is 5% per complete hour during the warranted uptime.

6. SLA (Service Level Agreement) – shared hosting

SLA for shared solutions have the same functionality as the SLA for servers without high availability, except the following:
Downtime caused by other customers on the same equipment where Rackfish has taken acceptable steps to avoid these disturbances – are not qualified as indemnizable downtime.
Denial of Service attacks (DoS or DDoS) against any customer on a shared server is not qualified as indemnizable downtime.

Indemnization is 2% per complete hour during the warranted uptime.



7. SLA (Service Level Agreement) – Hybrid Clouds

SLA for solutions using hybrid clouds only include the part of the solution that is under full control by Rackfish. Costs for downtime are only calculated based on Rackfish equipment and for indemnization, costs including other providers' equipment are subtracted.

A client can require Rackfish to seek indemnization from a third party provider, by paying Rackfish the usual per-hour fee. Any indemnization from a third party provider is credited to the client.

8. Indemnization Policy

Indemnization is based on the invoice for the current month with the indemnizable downtime. To be subtracted from the indemnizable cost:

- Software licenses
- Bandwidth costs for transfers, etc.
- Rental costs for client-specific hardware
- Work expenses

The total indemnization can never surpass 100% of the monthly fee.

To be eligible for indemnization, the client must send a requirement with name, company, service in question, together with date and the hours that the service was unavailable to refund@rackfish.com

The request of a refund has to be done within a month of the outage and the solution of that outage.

The customer does not have the right to require other kinds of refunds or look for other compensation or legal options when an outage occurs, more than the stipulated refund mentioned above.

| | SLA A | SLA B | SLA C |
|---|----------------------|----------------------|-----------------------------|
| Access to support phone number | - | Yes | Yes |
| Tailored monitoring | - | Yes | Yes |
| Support, on-duty hours* | - | Yes | Yes |
| Response time, on-duty | - | 2 hrs | 2 hrs |
| Response time, on-duty hrs | 4h | 1h | 1h |
| Infrastructure incident, on-duty | Yes | Yes | Yes |
| Infrastructure incident, business hrs | Yes | Yes | Yes |
| Server inicdent, on-duty | - | Yes | Yes |
| Server incident, business hours | Yes | Yes | Yes |
| Application incident, on-duty | - | Yes | Yes |
| Application incident, business hrs | See managed services | See managed services | See managed services |
| Incident costs | Per hour | Per hour | 2 incidents included |
| Number of incidents per month | - | - | 2 incidents (max 1 hr each) |
| * On districtions of the house cutside of the normal compart house (weekdays 08 20 11 20 and 12 00 16 20 CET) | | | |

^{*} On-duty covers all the hours outside of the normal support hours (weekdays 08.30-11.30 and 13.00-16.30 CET)