



INTERMEDIA

The Business Cloud™

SERVICE LEVEL AGREEMENT

Cloud Server

This Service Level Agreement (this “**SLA**”) governs the use of the Services under the terms of the Master Service Agreement (the “**MSA**”) between Intermedia.Net, Inc. (“**Intermedia**”) and customer (“**You**”) and is incorporated into the MSA by reference. This SLA applies separately to each of Your Accounts. Intermedia may update, amend, modify or supplement this SLA from time to time. A current copy of the SLA is located at <http://intermedia.net/legal>. Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the MSA. In the event of any conflict between this SLA and the MSA, the MSA will govern.

1. DEFINITIONS

“**Cloud Server**” means Your unique virtual machine instance.

“**Cloud Server Fees**” means the fees for the server instance for the monthly billing period in which the failure occurred.

“**Cloud Server Host**” means the physical server which hosts Your Cloud Server.

“**Data Center Network**” means the portion of Intermedia’s cloud network extending from the network egress point of Your Cloud Server Host to the outbound port of the data center border router.

“**Power**” means UPS’s, PDU’s and cabling, not including power supplies in the Cloud Server.

“**Scheduled Maintenance**” means maintenance that is announced at least ten (10) business days in advance, and that does not exceed sixty (60) minutes in any calendar month.

2. SERVICE

Intermedia will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

3. SERVICE AVAILABILITY

3.1. Definitions.

(a) “**Service Availability**” means Network Availability, Cloud Voice Availability and Storage Availability. Intermedia will use commercially reasonable efforts to provide 99.999% Network Availability, 99.999% Cloud Server Host Availability, and 99.999% Storage Availability measured on a calendar-month basis.

(b) “**Network Availability**” means the monthly uptime percentage excluding Scheduled Maintenance that Intermedia guarantees during any monthly billing cycle.

(c) “**Cloud Server Host Availability**” means the functioning of all Cloud Server Hosts including compute, storage, and hypervisor that Intermedia guarantees during any monthly billing cycle.

(d) **“Storage Availability”** means Intermedia shall provide a storage service that is implemented by enabling the mounting of a file system to a server, using one or more standard protocols. A cloud storage failure occurs when You cannot retrieve data through any of the supported protocols, due to problems with hardware and software in Intermedia control. Data retrieval issues caused by problems connecting to the Service, including without limitation problems on the Internet, do not constitute a failure. Under no circumstances will Intermedia be responsible for the restoration of any data to cloud storage or for the loss of any data.

3.2. **Exclusions.** Loss of Service Availability caused by (i) issues beyond Intermedia’s reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Your portion of the network, IP transit provider issues, SYN attacks, or any other Force Majeure Event, or (ii) other issues addressed in this SLA, will be excluded from Service Availability calculations.

3.3. **Availability Calculations.** To calculate Service Availability, Intermedia uses a combination of methods, including analyzing logs from both Intermedia’s event monitoring system and the actual affected infrastructure components. Intermedia will match these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five (5) minutes in duration will not be included in the calculation of Service Availability.

4. SERVICE AVAILABILITY CREDIT

If Service Availability under Your Account for any calendar month falls below the level set forth in Section 3, Intermedia will issue a credit (**“Service Availability Credit”**) in accordance with the following schedule:

Service Availability	Amount of the refund as a percentage of monthly fee for affected Service
99.991% to Service Availability Percentage Set Forth Above	2% of monthly fee credited
99.0% to 99.99%	5% of monthly fee credited
98.0% to 98.99%	10% of monthly fee credited
95.0% to 97.99%	15% of monthly fee credited
94.99% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

4.1. **Service Availability Credit Request and Payment Procedures.** To request a Service Availability Credit, (a) Your Account must be in good standing with Intermedia, (b) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within seventy-two (72) hours of the event, and (c) You must send an email or written Service Availability Credit request to the billing department at billing@intermedia.net in the month immediately following the month for which You are requesting a Service Availability Credit. Service Availability Credit requests must include Your Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits.

Intermedia will compare information provided by You to the data referenced in Section 3.3 above. A Service Availability Credit will be issued only if Intermedia confirms from such data that a Service Availability Credit is available. Intermedia will calculate the Service Availability Credit based on the type of particular Service for which Service Availability was below the prescribed level, the fees for the particular Service and the percentage of overall individual Service affected.

4.2. Limits On Service Availability Credit & Sole And Exclusive Remedies. The total Service Availability Credit due to You for any Cloud Server affected may not exceed fifty percent (50%) of the monthly fees charged for use of any Cloud Server during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than one dollar (\$1.00) in which case the credit amount will be one dollar (\$1.00). Only one Service Availability Credit is available in any given calendar month. Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

Notwithstanding anything set forth in the MSA or this SLA, the Service Availability Credit described in this Section 4 of this SLA will be Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by Intermedia of the MSA or this SLA.

5. TECHNICAL SUPPORT

Intermedia will use commercially reasonable efforts assist You, through Your authorized Account contacts, with setting up and configuring Your Account, accessing the Services, and resolving other issues related to the Services. Only Your authorized Account contacts may request information, changes, or technical support pursuant to the MSA. Intermedia's technical support response time depends on the complexity of the inquiry and support request volume. For more information, visit the technical support page of Intermedia's administrative control panel.

6. MANAGEMENT

6.1. Account Management Tools. Through Your authorized contacts, You may manage Your Account with Intermedia's online management tools, the administrative control panel, and end-user control panel. Intermedia will not be required to perform for You any task that can be done through the control panels.

6.2. Custom Configuration. Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at Intermedia's sole discretion. Intermedia does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

6.3 Additional Services. For tasks that cannot be performed through the administrative control panel, You may request that Intermedia perform professional services on a time and materials basis. The request will include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. Intermedia may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. Any additional services will be performed at Intermedia's standard published rates, provided that any emergency services that require commencement within twenty-four (24) hours will be charged at one and a half (1.5) times Intermedia's standard published rate. Intermedia will use commercially reasonable efforts to perform requested additional services. However, Intermedia does not guarantee any particular result from performance of additional services or make any representations or warranties regarding such additional services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result from performing tasks requested by You. Intermedia may require a separate agreement for any of these additional services.

7. MAINTENANCE

7.1. Scheduled Maintenance. In order to maintain performance and security of the Services, Intermedia performs Scheduled Maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to Scheduled Maintenance will not be included in the calculation of Service Availability. Intermedia will use commercially reasonable efforts to notify You in advance of any Scheduled Maintenance that may adversely affect Your use of the Services.

7.2. Emergency Maintenance. Intermedia may need to perform emergency maintenance, including security patch installation or hardware replacement. Intermedia will not be able to provide You with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

8. STORAGE CAPACITY; DATA TRANSFER; SERVER RESOURCES

Each Cloud Server is allotted storage capacity on Intermedia's cloud according to the Services and selected by You. This storage size can be increased through the administrative control panel for no additional charge up to the maximum amount allowed for the Services and related options. The servers may stop accepting, processing or delivering Data, including e-mail messages, when the purchased limit is reached thus causing a loss of Service Availability or Data loss. Intermedia will not be responsible for such loss of Service Availability or Data losses, and such loss of Service Availability will be excluded from calculations for Service Availability.

9. CERTAIN LIMITATIONS

9.1. Anti-Virus Checking. Intermedia does not provide anti-virus checking on Cloud Servers started and configured by end users. You are solely responsible for protecting all the self-configured cloud servers and clients that interact with the servers

9.2. Data Restoration from Back-up Request. Intermedia Cloud Servers are subject to regularly scheduled nightly incremental backups. Data restore requests initiated by You may be initiated through the administrative control panel as an extended service request, subject to availability of the relevant Data.

9.3. Data Retention. Regularly scheduled nightly backups of Data on Cloud Servers will be retained for one (1) week. If You purchased additional back-up services, backups for a longer duration are available. These backups are available for the duration of the retention period after the Cloud Server is deleted by end user. However, Intermedia does not guarantee the availability of backups after the expiration of the retention period after the last backup of the Cloud Server.

Intermedia is not responsible for retaining any of Your Data after termination of Your Account. Your Data may be deleted promptly after Your Account is terminated and from backups during scheduled backup rotation. Intermedia will not restore, provide on any storage media or send out any Data pertaining to terminated Accounts, unless specifically noted in a customized service agreement.

It is Your responsibility to back-up and migrate Your Data prior to termination of Your Account or any other action which can lead to deletion of any of Your Data from the Services. For more information on collection, retention and use of customer information, refer to Intermedia's Privacy Policy.

9.4. Compatibility. Intermedia does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. You are encouraged to discuss any technical and compatibility issues with our technical support personnel.