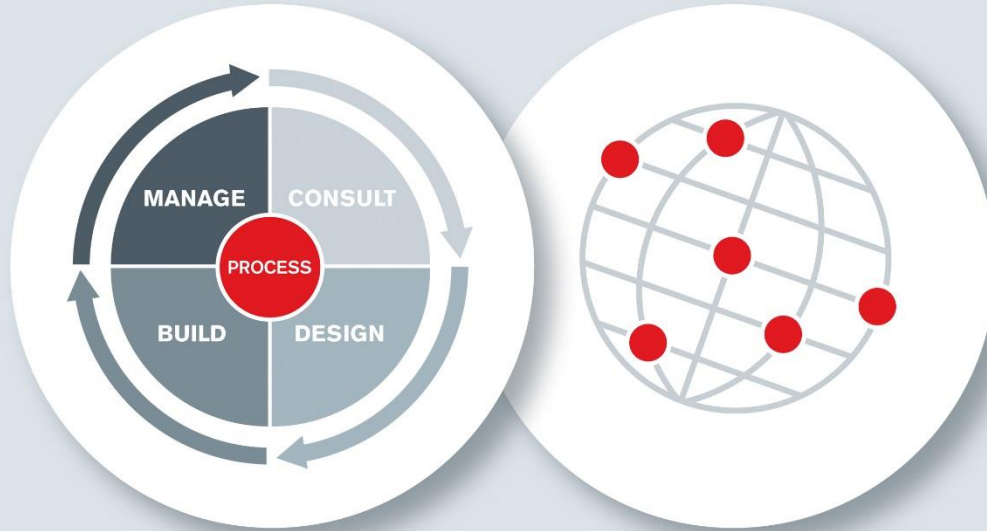


Claranet Service Description



Cloud Connect

Cloud Connect offers a private connection from your MPLS network to your Azure or AWS environment. The service offers private peering to easily integrate your Cloud hosted applications or services via dedicated bandwidth connection to your corporate MPLS networks.

Version 10.2

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The Service Description

This Service Description describes the service Claranet provides and details your responsibilities in relation to this service. The Service Description forms part of the Agreement between the Parties and all terms used within this document are in accordance with the terms to be found in the Master Services Agreement.

Service overview

The Cloud Connect service is an innovative platform that connects your Claranet MPLS network to your Cloud Service Provider in a simple and cost effective way. It offers the ability to connect to multiple cloud providers across different locations over Claranet's' core network bypassing the public Internet.

The service offers consistent performance and dedicated bandwidth between the Cloud Provider and your MPLS network. There is no need to install dedicated circuits or acquire ports into multiple regions therefore offering rapid deployment of Cloud services delivered to your network.

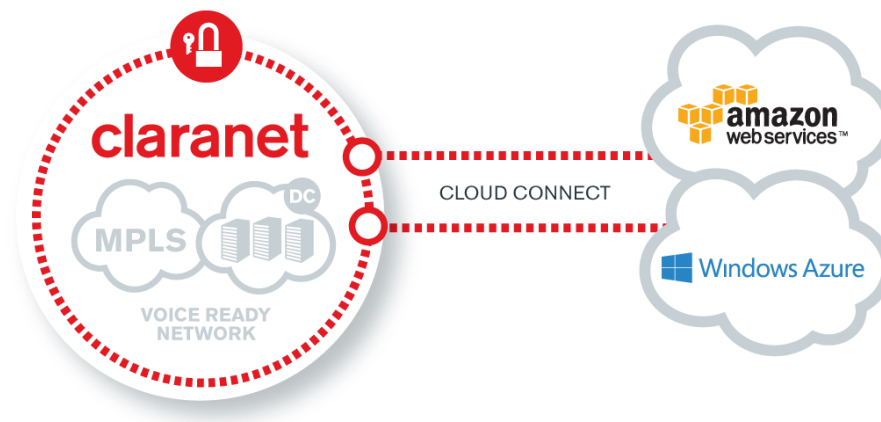
Cloud Connect offers the ability to connect to Cloud Service Providers over the Claranet Core network and deliver services directly into your MPLS network. Interconnects in London and Amsterdam offer built in redundancy offering high availability to the Cloud Platform without the requirement to install dedicated circuits.

Options

Cloud Connect works in conjunction with services such as Express Route or Direct Connect which the customer must consume as part of their Virtual Private Cloud configuration.

Cloud Connect supports the following Cloud Service providers for Private Peering:

- Microsoft Azure
- Amazon web Services



The table below describes the service for each Cloud Provider.

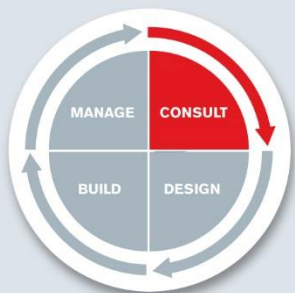
Service	Azure	Amazon Web Services
Available Regions	North Europe, West Europe	eu-west-1
Interconnect Redundancy	Yes	Yes
Peering Type	Private Peering	Private Peering
Data Transfer limits	No Data Transfer Limits	No Data Transfer Limits
Claranet Online Reporting	London Interconnect	London Interconnect
Bandwidth Options	50Mbps– 1Gbps	10Mbps– 500Mbps
Express Route Premium supported	Yes	-
Cloud Connect default Configuration	Active/ Passive	Active/ Passive

Bandwidth options

A range of bandwidth options are available on Cloud Connect allowing you the ability to size bandwidth in accordance with your requirements. Bandwidth can easily be upgraded as your requirements and platforms grow. Services greater than 1GbE will be designed individually. Further details can be found in the **Appendix: Options**.

Interconnect configuration options

Cloud Connect offers redundancy between our London and Amsterdam Interconnects as standard, please note this does not provide two Express Route or Direct Connect connections. Further details can be found in the **Appendix: Options**.



Consult

Claranet's consulting process ensures that you have the right information, the right recommendations, and the right service options available to you to achieve your business outcomes.

Understanding your business is paramount to ensuring that you have the right solution for your business outcomes. In the Consult stage, Claranet will discuss your business requirements with you prior to recommending a solution. In many cases, Claranet Cloud Connect service may be part of a larger solution involving other connectivity or hosting services or both.

Depending on the complexity of requirements, one or more workshops between you and Claranet may be arranged to outline your requirements. These may be conducted by Network Consultants, Strategy Consultants, Solutions Architects and Enterprise Architects who will be applied at our discretion. It is in everyone's interests to ensure that the proposed solution will meet your requirements and one of our first roles is to focus on your business, your IT and connectivity requirements and to produce a high level scoping report, the High Level Options Analysis. This will allow you to make an informed choice as to the recommended path.

High Level Options Analysis



What Claranet will do

Deliverable: The High Level Options Analysis report is a short, high-level scoping document.

Time to complete: The High Level Options Analysis is a consulting based service and is included up to a maximum of 2 days work at Claranet's discretion. In some instances, the work required to produce a High Level Options Analysis could extend beyond this e.g. where the requirements need extensive discussion or the options are particularly complex. If this is the case, Claranet will agree with you a charge for the additional work required to produce a High Level Options Analysis to establish the requirement.



What Claranet will do

Technical Design: Technical work beyond this falls outside of the scope of the High Level Options Analysis and is carried out in the Design phase.

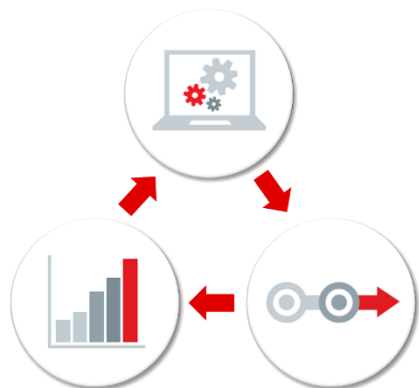


What you will do

Information sharing: Provide any requested information to allow Claranet to deliver a High Level Options Analysis. This will include full details of on-going technical contacts within your organisation. This information will form the basis of the Initial Configuration, so it is your responsibility to ensure the information provided is correct.

Packaged Consulting

Claranet has a number of pre-packaged assessments and audits that help to outline your readiness in respect of particular IT options. It may be that the completion of one or more of these packaged consultancy engagements is made as a result of the recommendations made in the High Level Options Analysis report. The completion of these assessments follow a general pattern:



Current State

Performing a real life assessment of your current environment and understanding where your business needs, and your current technical setup, may diverge.

Future State

A vision of the future for your company, taking into account strengths, weaknesses, opportunities and threats.

Transformation

The enablement program to be undertaken as a priority to advance your organisation to the desired level of maturity.

What Claranet will do

Examples of pre-packaged assessment options:

- Linux Infrastructure Maturity Assessment (LIMA)
- Infrastructure Maturity Assessment (IMA)
- Cloud Readiness Assessment
- Open Source Assessment

Pricing: This additional packaged consulting service is optional and is a chargeable event. Claranet provides three prices for each assessment depending on the size of your company and the complexity of your requirements: Small / Medium / Large.

Consulting

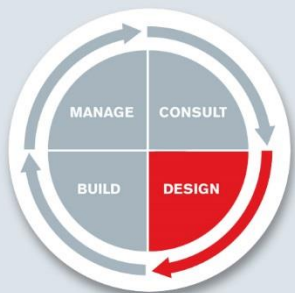
A packaged consulting approach can be of significant help to many organisations. However, Claranet also provide a specialist consulting service that can be used at any time (including pre-contract) to help you in areas outside of the packaged offering. This engagement is specific to you and can cover any area that is needed with regard to your business and technology.

What Claranet will do

Specialist consulting: Provide a range of specialist expertise in a variety of areas. This includes a detailed focus on your business in order to ascertain the scoping requirement or where you are unsure as to the direction your business should take in the ever-changing IT environment.

Outcomes: Provide a full and detailed report on your available options along with recommendations of the next steps to take.

Pricing: This additional consulting service is optional and is a chargeable event and is based on a consultancy day rate.



Design

Your Claranet Cloud Connect service will be designed to meet your requirements. The decision as to how this fits within any connectivity solution is made in the Design stage.

Claranet offers a comprehensive service as standard for all prospective Cloud Connect customers. Claranet will discuss with you, your business and technical requirements, with consideration to the Cloud Connect service. Claranet will deliver where required a detailed description of the technical design including a network diagram and Statement of Works. It may be part of a larger document if the Cloud Connect service is part of a larger solution. This forms part of your agreement and will provide the technical specifications for your solution.

The Cloud Connect design service uses information provided by you as the primary influence to the proposed solution.

At this design phase it is your responsibility to ensure that Claranet has the correct site address, contact and technical information for the proposed MPLS solution. Although changes can generally be made during installation, delays and additional fees may be incurred.



What Claranet will do

Deliverable: A proposal document and where required, a Statement of Works which may be part of a larger solution document, and which forms part of your agreement which is detailed enough to allow a full quotation.

Standard level of design work: Produce design work on your proposed solution at a level commensurate with that of the market. It will be sufficient to allow further decisions to be made and may include input from a Claranet Sales Specialist.

Additional components: In the event that additional components are required outside of the SoW, Claranet will levy additional charges for the implementation and management of the modified solution. If this is the case, a new proposal and SoW document is produced. This must then be signed by you to acknowledge and accept the changes before any work is performed.



What you will do

Outline: Outline the purpose of any requirements to Claranet, in order to ensure that Claranet may assess whether the solution is suitable for the requirement.

Information: Provide Claranet with the correct site address, contact and technical information for the proposed MPLS solution.

Network sales specialist

As part of your Cloud Connect connectivity service, Claranet provides a Network sales specialist who has detailed knowledge within this particular field, or within your own specialist vertical industry, and will support your Account Manager and Solutions Architect with your proposal. Part of their role is also to help ensure that the proposed technical solution will fit your business and achieve the outcomes you are looking for.

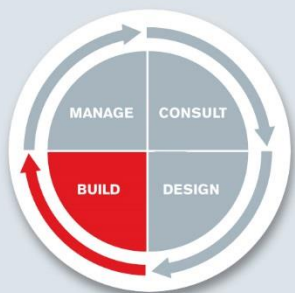
However, at times, the complexity of your solution design will require additional or specialist design work in order to detail your requirements.



What Claranet will do

Specialist level of design work: Produce technical design work on your proposed solution in order to specify your requirements fully. This may be completed by a Solutions Architect or a Claranet Technical Specialist in that particular field.

Pricing: This additional specialist solution design service is optional and is a chargeable event and is based on a day rate for the service.



Build

Once your order has been placed, Claranet will advise on installation and configuration of your Cloud Connect service.

The Build section covers the steps involving the configuration and installation of the Cloud Connect service.

Implementation lead time



What Claranet will do

Target completion date: Provide a target completion date only after it has received the Technical Requirements Form detailing all information necessary to complete the provision of the service.

Use of 3rd parties: Use 3rd parties to connect to the Cloud Service Provider. The service should still be viewed by you as being delivered in its entirety by Claranet and any representatives of these third party companies should be viewed as being contracted to and working for Claranet for the purposes of delivering the Service

Lead times are shown below for Cloud Connect.

Service type	Implementation type	Lead time
Cloud Connect	New Service	15 working days
Additional Cloud Connect	New Service	15 working days
Bandwidth Change	Change to service	10 working days

Specialist engineering

It may be that your particular setup requires additional specialist engineering work. This will be quoted individually and could include specialist change requests, work on piloting projects or prototyping.



What Claranet will do

Specialist engineering: Provide a quotation for specialist engineering work based on a day rate.

Project Management

Some Claranet projects are small, simple and very straightforward and the management of these is part of the normal operation carried out by your Account Manager, the Solution Architect and Project Co-ordinator who are already built into the cost of delivering your standard service. Other Claranet projects are much more complex and require more comprehensive project management to bring together the many elements that are needed. Claranet is conscious of the fact that the introduction of a Claranet Project Manager is a chargeable event but will suggest this when we believe it is justifiable and necessary.

In addition, it may be that only a short time needs to be spent by a Claranet Project Manager in overseeing and authorising the Claranet project e.g. at the start of the project, where the project is then managed by a Project Co-ordinator, helping to keep your costs to a minimum.

What Claranet will do

Project Management: Allocate a Claranet Project Manager who is PRINCE2 qualified who will ensure that the project is initiated, implemented, carried out and closed according to PRINCE2 methodology and will be responsible for the overall control and management of the Claranet project. Full details of this can be found in the Project Management Service Description and from your Account Manager.

Live service definition

The Service is defined as being live when the connection between the MPLS network and the Cloud Service Provider is established and Claranet informs you that the service is established.

What Claranet will do

Cloud Connect Service: Configure Cloud Connect Service and MPLS network with IP routes as provided by customer.

London and Amsterdam: Configure the London and Amsterdam routes.

What you will do

Express Route and Direct Connect: Purchase and create Express Route or Direct Connect service with Azure or AWS.

Azure and AWS portal configuration: Configure the Azure and AWS portal and accept the invitation to connect in Amazon Web Services and create the Vnet and gateway in Azure to complete the implementation.

Necessary information: Provide the additional information necessary to allow Claranet to provision the service such as S-Key or AWS ID, IP range / Subnet of each Virtual Cloud, IP subnets required to reach Virtual Cloud.

What you will do

Virtual Cloud: Configuration of Virtual Cloud service via the Azure or AWS portal as necessary to work with Cloud Connect.

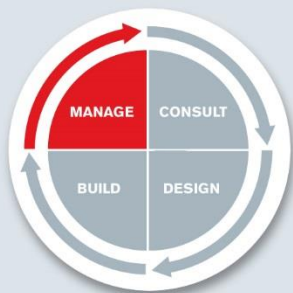
Cloud Provider charges: Accept and be responsible for any charges from the Cloud Provider.

IP routes: Update IP routes on customer network equipment as necessary e.g. if customer changing from VPN service to Cloud Connect service

Corrective actions: Implement corrective actions recommended by Claranet to enable the service.

Acceptance procedure

Once the Cloud Connect solution is setup and connected, the ongoing management is under the process of the In-Life Management process.



Manage

Your solution is managed In-Life by our Service Operations team who provide a pro-active, ITIL aligned service.

In-Life Management

Once your Cloud Connect service is up and running, Claranet will monitor your network against a number of performance and availability metrics to ensure that the network remains live and operational within the Service Levels.

Planned changes, emergency maintenance

What Claranet will do

Notice: Make every effort to provide at least seven working days' notice of any planned maintenance work where an outage is expected, wherever possible.

Supplier planned Engineering: Notify you of any supplier planned engineering works where it is likely that you will experience an outage. Claranet will make every effort to communicate this outage within one day of receipt of the notification from our supplier wherever possible.

Notification: Notify your nominated contacts through two primary channels, Claranet Online and by email notification. An email is sent to the nominated contact and details are announced through the notifications in Claranet Online. The notification will contain the date and time of the maintenance, the reason, the service affected and the likely impact to you.

Problems occurring during planned maintenance: The Major Incident process will be invoked during the maintenance window where a rollback or issue mitigation process does not exist, or should the planned work extend beyond the planned maintenance window.

Emergency maintenance: Provide as much notice as possible and we will seek to ensure minimal disruption. Wherever possible, changes will be made at periods of low service utilization. It may be necessary to make changes **without** prior notification to ensure the continued operation of the managed service.

What Claranet will do

Emergency outages: In some extreme cases, Claranet may require an emergency outage to rectify a problem. In such cases, Claranet will work with you to agree a mutually convenient time, but you agree that in such cases the problem cannot be rectified until the outage has taken place.

What you will do

Contact list: You will be responsible for providing and maintaining the contact details including the levels of authorisation that any individuals may have. Claranet will only provide any reporting information and change requests, to those personnel in accordance with this information. These details can be maintained within Claranet Online.

Virtual Private Cloud: Configure and maintain the Virtual Private Cloud service.

Data transfer charges: Be responsible for any data transfer charges from the Cloud Provider.

Bandwidth changes requested by you

You may request that the bandwidth of your Cloud Connect Service be re-graded as follows:

Within the initial contract:

- Up-graded once per calendar month;
- And upon the completion of the up-grade of the bandwidth a minimum period of 3 months shall apply.
- Down grade to less than the original bandwidth within the initial contract period not allowed;

Outside the initial contract:

- Up-graded once per calendar month;
- And upon the completion of the re-grade of the bandwidth a minimum period of 3 months shall apply.
- Down grade to any bandwidth;

Where you require specific changes to be made or wish to request a help desk ticket, these can be made by raising a ticket through Claranet Online and details of how to do this can be found in the **Appendix: Help and Support**.

What you will do

Change control process: It is your responsibility to familiarise yourself with the official Claranet change control process and to follow this process every time a change to the Service is required. Details of this process can be found in **Appendix: Help and Support**.

Change request impact: It is your responsibility to ensure that any changes will not directly cause a service outage or other disruption of the service.

Change of services: If you request a new service, a change of service type, or a change in service features they must be requested via your Account Manager and may be subject to prevailing fees.

Change response times

Standard Change response and fix times apply to the Cloud Connect service as detailed below. It is recommended that Claranet are provided with early notification of a Cloud Connect change request to allow sufficient time to coordinate the change with the customer. In some cases, depending on the nature of the change a technical scoping exercise may be required.

Level of change request	Response / Fix time
Emergency Change Response	4 Hours
Emergency Change Fix	24 Hours
Planned Change Fix	48 Hours

When a threshold is breached

What Claranet will do

Pro-active alerts: Set up pro-active alerts that are in place on the platform and network to ensure there are no bottlenecks.

What you will do

Contact support: If you do experience continued loss of performance, please contact the Claranet support desk and raise a support ticket so that it can be investigated.

If a threshold is breached or a service affecting event occurs, the Claranet Operations team are notified to raise a ticket and take appropriate action to resolve the issue. This could include troubleshooting and resolving the problem, or notifying you that your network has a specific problem. There are predefined response times to event notifications based on the severity of the issue. These are outlined below.

What Claranet will do

Severity response times: Respond to a threshold breach depending on the severity of the breach:

Major:
Claranet will acknowledge any alarms on the system within 30 minutes

Minor:
Claranet will acknowledge any alarms on the system within 60 minutes

Warning:
Claranet will acknowledge any alarms on the system within 1 day

Change to monitoring tools: Reserve the right to change its monitoring tools, methods, parameters and polling intervals over time

Help and support

Service Desk support



What Claranet will do

Support times and Service Desk: Provide support 24x7x365 once the Cloud Connect service has been set up.

Raising tickets: Changes to your service configuration can be made through the Claranet Online ticket request and details of this can be found in the **Appendix: Help and Support**.

Escalation: In the event that an escalation is required, Claranet provides a clear escalation process to allow you to contact the appropriate person within the company. Details of this can be found in the **Appendix: Help and Support**.

Service Levels

The Service Level determines the parameters by which the service is accountable. Details of the metrics showing the expected service levels can be found in the **Appendix: Service Levels**.



What Claranet will do

Information delivery: Obtain the results for each of the metrics and contact you according to your list of authorised contacts in the event that any results fall outside of the acceptable parameters.

Archiving results: Retain an archive version of the monitoring results for up to 90 days which can be available to you on request through the Claranet Online portal.

Metrics exceeding the thresholds: In the event that a monitored metric exceeds the acceptable thresholds, Claranet will raise a support call to investigate the incident and contact you in accordance with the escalation details held.



Appendices

Here you will find further information regarding the technical specifications of the service as well as standard procedures and agreements.

Appendix: Definitions

Term	Definition
AWS	Amazon Web Services as provided by Amazon.
Cloud Service Provider	A provider of Cloud based infrastructure such as Microsoft Azure or Amazon Web Services
Region	A named set of AWS / Azure resources in the same geographical area
Throughput	The speed at which data can pass through a certain point, usually measured in bits per second. Eight bits make one byte so data volumes in bytes should be multiplied by a factor of eight to derive the number of bits to transmit (although it should be noted that networks also add overheads so only very rough calculations of the time required to download a specific volume of data can be made in this way).

Term	Definition
VC	Virtual Circuits, a generic term for logical association between two endpoints on a packet-switched network. It defines a path between two points but may or may not include specific Throughput guarantees.
Virtual Cloud	Virtual.
Vnet	Virtual Network and is a representation of your own network in the cloud. You can control your Azure network settings and define DHCP address blocks, DNS settings, security policies, and routing.
VPC	Virtual Private Cloud. An elastic network populated by infrastructure, platform, and application services that share common security and interconnection.
VPG	Virtual Private gateway. The Amazon side of a VPN connection that maintains connectivity. The internal interfaces of the virtual private gateway connect to your VPC via the VPN attachment and the external interfaces connect to the VPN connection, which leads to the customer gateway.

Appendix: Options

Bandwidth options

Cloud Connect does not include the Express Route or Direct Connect service, these must be sourced in addition to Cloud Connect from the corresponding Cloud Provider.

The table below details the bandwidth options available for Cloud Connect and the corresponding service:

Virtual connection bandwidth	10 Mbps	20 Mbps	50 Mbps	100 Mbps	200 Mbps	300 Mbps	400 Mbps	500 Mbps	1 Gbps
Azure			•	•	•			•	•
AWS	•	•	•	•	•	•	•	•	•

Interconnect configuration

The following table outlines the typical configuration for how the London and Amsterdam Interconnects will be configured depending on the location of the Cloud Service.

Service	Location	Primary interconnect	Secondary interconnect
Azure	West Europe	Amsterdam	London
	North Europe	London	Amsterdam
AWS	Dublin	London	Amsterdam

Moving Cloud Connect between Service Providers

It is not possible to move a Cloud Connect service between providers, e.g. from Azure to AWS. A new Cloud Connect service must be established with the new Cloud Provider with the original service ceased.

Microsoft Azure S-Key change

It is not possible to change the Microsoft Azure S-Key as this is used to provision the service between Claranet and the Azure Platform. If the S-Key is changed, for example changing from Azure Classic to Azure Resource Manager, this will be a cease and re-provide of the service. The lead time for this will be as per a new service and new Setup charges will apply.

Default route to the Internet

Claranet recommends the default route to the Internet is via the Claranet provided gateway such as the Managed Firewall generally located either in a Claranet data centre or at the Customer's main office.

It is possible to configure a default route via the Cloud Connect service however consideration must be made of additional data throughput charges which may be incurred from Cloud Providers.

Service restrictions

The Maximum Transmission Unit (MTU) supported by the Claranet network for IPv4 traffic is 1500 bytes. All packets transmitted greater than the Max MTU will be fragmented.

Appendix: Support

Help and Support

Change Control Process

Claranet's Change Management team are responsible for requests relating to any product and service configuration changes you wish to make that can't be made through the web portal. The team specialise in configuration and follow strict processes and ensuring that the changes are authorised. The Change Management team are also responsible for Claranet's Change Advisory Board (CAB), which discusses and approves changes raised internally. To make a change request, see the section below on "Raising a support ticket".

Raising a support ticket and a Request For Change (RFC)

Claranet provides two ways for your approved contacts to raise, track and update standard support tickets; through Claranet Online and by telephone. For security and audit reasons, you are required to make all requests for change through the Claranet Online portal and only portal users with the correct privileges can request a change. You will only see your services listed so please select the service relating to the request for change. In the event that the customer portal is unavailable, please contact Claranet by telephone, where an emergency procedure will be in place to log change requests on your behalf. Request for changes will not be accepted through this number at any other time.



What Claranet will do

Through Claranet Online: The most efficient way of raising support tickets is through the Claranet Online portal. The ticket you raise is assigned to the appropriate support team based on the service you need the support for. You will only see your services listed so please select the service relating to the incident or to the service request. The response time will start from as soon as your ticket has been submitted.

By telephone: When choosing to raise a support ticket using the telephone you must provide proof of identity following Claranet's standard security procedure. The response time will start from as soon as your telephone call has ended.

Escalating a ticket

In the event that you need to escalate a ticket, Claranet is ready and available to help you quickly bring your issue to closure. Within each level of the escalation path the person you speak with is responsible for evaluating your situation, facilitating the resolution plan and acting as your sponsor. The benefits of the escalation procedure are:

- ITIL accredited staff owning your escalation
- A focus on service recovery
- Improved communication
- Consistent process

An escalation may be initiated when, after working through our standard support processes and with our teams, you are not satisfied with the level or timeliness of the service you have received. Additionally, an escalation should be initiated when there is tangible impact to your production environment, or there is high risk to your business operations.



What Claranet will do

Escalation Manager: Assign an Escalation Manager who will deal with your escalation and collaborate with you to develop a communication plan. A technical plan of action may be needed to ensure resolution of a technical issue. Your Escalation Manager works as your advocate internally and will become a virtual member of your own problem resolution team. Should you feel dissatisfied with the escalation process, please contact your Account Manager directly.

Service Delivery – Fix levels and response times

The circumstances where a fix service level is deemed to be met are:

- When the service has been fixed within the standard and expected response time
- Where you receive a telephone call (within the service level response time) resulting in a fix over the telephone
- Where you receive a telephone call and you defer the visit of an engineer to a specific time, the fix time is measured from the specific time you specify
- Where it is subsequently discovered that the issue giving rise to the telephone call falls outside the Services agreed to be provided by Claranet

- When the equipment has been returned to an acceptable operational status or an item of loan equipment has been supplied
- Where the fault relates to an excepted Service

What you will do

Efforts to resolve an issue: You are responsible for providing reasonable efforts support and information to Claranet to help in the resolution of any technical issues.

Service outage: In the event of a Service outage, you are responsible for complying as quickly as possible with any requests from Claranet for help with diagnostics. Any delay in resolving the fault due to you not being available or not complying with Claranet's requests may impact the validity of any Service Levels.

Table: Service Level Response Times

Priority	Service Level Response	Description
1 – Critical	Within 1 hour	Total service is unavailable
2 – Major	Within 2 hours	Partial service, an element of the total service has failed
3 – Minor	Within 4 hours	Impaired service, no element has totally failed but there is a quality issue
4 – Request	Within 1 Business Day	The service is unaffected. Request for product related technical advice or configuration change

Service levels

If Claranet fails to deliver the stated service level, Claranet agrees that you shall be entitled to receive, in lieu of all other remedies available to you, Service Credits as set forth in this section against the fees owing to Claranet under the Agreement.

Measure of availability

In the event of the Cloud Connect service failing in both our London and Amsterdam locations, preventing Connectivity from being operational to the Cloud Service Provider we measure Non-availability as follows:

- Cloud Connect: from the time our monitoring systems detect the Service fails until such time as the Cloud Connect Service is restored.

If our whole network or a part thereof fails preventing connectivity services to you from being operational we will measure non-availability from the time the network or part thereof experiences a failure to such time as connectivity services are restored to you. Periods of non-availability will be measured by our internal system logs.

Service level guarantees and credits

Any time in which the Claranet monitoring system is unable to receive or process monitoring data shall not be assumed to be unscheduled downtime. If you initiate a Service Credit request, this will put into a process where Claranet coalesce the systems monitoring data and logs with your own record of when and where an outage occurred. The Service Credits will be available for that agreed window. You have the option to dispute records with Claranet, where upon systems monitoring data can be provided to you.

In the event that you and Claranet agree that Claranet has failed to meet any service level guarantee during any given calendar month, Claranet will credit your account with a Service Credit. Service Credits shall apply only to the fee(s) for the affected service(s). Service Credits shall be deducted from the relevant monthly fee due in respect of the second month following the month in which an agreed Service Credit is claimed. The maximum amount of Service Credit a Customer can receive in each calendar month relating to this agreement is fixed to 25% of the fee for the affected Service. The Service Credits issued are liquidated damages and, unless otherwise provided in this agreement, such Service Credits will constitute your sole and exclusive remedy with respect to the failure for which they are payable.

Service availability guarantee

Claranet guarantees **99.99% availability** of the Cloud Connect service. Performance is measured as a monthly average in arrears from the Service Commencement Date and each month thereafter.

If in any calendar month the availability of the Cloud Connect Service (subject to the exclusions) is calculated by us to fall below the stated availability and this results in a Critical call to us, you may be entitled to a credit against the monthly Charges invoiced to you for the Cloud Connect Service for that calendar month.

Service type	Monthly availability	Monthly max downtime (mins)	Target time to fix (hrs)
Cloud Connect	99.99%	4.32 mins	5 hrs

Table: Service availability commitments

Percentage service availability per calendar month	Percentage credit of monthly charge for the service, for the calendar month in which non-availability occurs
< 99.99% but ≥ 98%	5%
< 98% but ≥ 97%	10%
< 97% but ≥ 96%	15%
< 96% but ≥ 95%	20%
< 95%	25%

Compensation claims

Compensation claims must be submitted, in writing (email or letter), within 30 days from the service level guarantee breach to which they refer. All claims must be submitted to the appointed Account Manager and/or Service Manager. You agree to correct problems and to attempt to minimise the recurrence of problems for which you are responsible that may prevent Claranet from meeting the service level guarantees. Requests for support received by the Service Desk by means other than telephone or request ticket (for example, by fax) will be excluded when calculating service levels.

Exceptions

Claranet excludes responsibility for meeting any service levels to the extent that meeting the service levels is affected by the following items:

- if you are in default under the Agreement;
- in respect of any non-availability which results during any periods of scheduled maintenance or emergency maintenance;
- in the event that the Service is disrupted due to unauthorised users or hackers;
- in the event that the Service is unavailable due to changes initiated by you whether implemented by you or Claranet on behalf of a customer;
- in the event that the Service is unavailable as a result of you exceeding system capacity;
- in the event that the Service is unavailable due to viruses;
- in the event that the Service is unavailable due to your failure to adhere to Claranet's implementation, support processes and procedures;
- in the event that the Service is unavailable due to the acts or omissions of you, your employees, agents, third party contractors or vendors or anyone gaining access to Claranet's network, control panel; or to your website at the request of a customer;
- in the event that the Service is unavailable due a Force Majeure Event;

- in the event that the Service is unavailable due to any violations of Claranet's Acceptable Use Policy;
- in the event that the Service is unavailable due to any event or situation not wholly within the control of Claranet;
- in the event that the service is unavailable due to your negligence or wilful misconduct of you or others authorised by you to use the Services provided by Claranet;
- in the event that the service is unavailable due to any failure of any component for which Claranet is not responsible, including but not limited to electrical power sources, networking equipment, computer hardware, computer software or website content provided or managed by you;
- in the event that the service is unavailable due to any failure local access facilities provided by you; and
- in the event that the service is unavailable due to any failures that cannot be corrected because you are inaccessible or because Claranet personnel are unable to access your relevant sites. It is your responsibility to ensure that technical contact details are kept up to date by submitting a request ticket to confirm or update the existing the technical contact details.

Version	Date	Name	Notes
10.0	21/11/2016	David Palmer	Lead time to 20 days, added clarity on customer responsibility for implementation
10.1	28/11/2016	Vernon King	Minor amendments to formatting
10.2	09/12/2016	Vernon King	Further amendments to formatting

Cancellation of the service



What you will do

Notice of cancellation: Give cancellation notice for Cloud Connect service to Claranet.

Virtual Cloud services: Cancel any Virtual Cloud Services with Cloud Provider. Cancellation of Cloud Connect does not imply corresponding service from Cloud Provider will be cancelled.