

Service Level Agreement

This Service Level Agreement (the “**SLA**”) applies to and is a legally binding agreement between Cyber Internet Services (Pvt.) Ltd., a Pakistani limited liability company (“**Cybernet**”) and the Customer. Both parties have contemporaneously entered into a legally binding Terms of Service Agreement (the “**Terms of Service**”).

The SLA, the Terms of Service, and the Order, form an agreement (“**Agreement**”) between Cybernet and the Customer and relates to Cybernet’s business being run in the name and style of ‘RapidCompute’ which essentially provides cloud computing services (“**RapidCompute**”). This Agreement is effective from the moment (i) the Customer indicates agreement on the RapidCompute Website by clicking “I agree” or “Submit”, or (ii) the two parties sign a written Agreement in person (whichever comes first).

To avoid any ambiguities, this SLA excludes Cybernet’s GPON, MPLS, IP and other connectivity services as such services are covered under separate SLAs between the Customer and Cybernet. This SLA only covers the Services provided to the Customer by RapidCompute.

1. Definitions

In this SLA, unless there is something inconsistent to the subject or context, the following words and expressions shall have the meaning respectively assigned to them as follows:

- “Service Downtime Credit” means the credit provided by RapidCompute to Customer in relation to an Unavailable Service.
- “Unavailable Service” means that Customer is unable to access its subscribed resources running on the Services platform due to failure of a critical component of the Service (including virtual server, server instance, firewall, load balancer, switch, storage platform, and connectivity to Cybernet Network services (i.e. internet and MPLS) from the Service platform); and “Unavailability” means accordingly
- “Uptime Target” means the target time for RapidCompute’s Services to be available after taking into account the impact of exclusions mentioned in Clause 4 of this document.

Capitalised words and expressions used in this SLA, and not defined herein, shall have the meanings respectively assigned to them in the Terms of Service.

2. Service Uptime Target

The Service is provided with an Uptime Target of 99.9% for each calendar month. This means that if the Services are down for more than forty three (43) minutes during a calendar month, the Customer will be entitled to Service Downtime Credit. Customer will only be entitled to Service Downtime Credit for such portion of the Service that is affected.

3. Service Downtime Credit

Service Downtime Credit shall be allowed to the Customer as per the following table:

Service Downtime Duration (Minutes per Calendar Month)	Service Downtime Credit
Up to 43 Minutes	No Credit
Additional 01 Hour	5% of Monthly Recurring Charges
Additional 02 Hours	10% of Monthly Recurring Charges
Additional 03 Hours	15% of Monthly Recurring Charges
Additional 04 Hours	20% of Monthly Recurring Charges

4. Exclusions

Following events shall be excluded from any Unavailable Service calculations;

- Scheduled maintenance activities which have been announced in advance
- Force Majeure events
- Unavailability of RapidCompute's Website
- Acts or omissions of Cybernet's upstream providers or failures of the Internet
- Failures or malfunctions in Customer's software, hardware or technology
- Unavailability due to acts or omissions of the Customer or End Users
- If the Customer is in breach of any of Cybernet's policies or the Terms of Service. This shall include, but not be limited to, the Customer's payment obligations against using the Services.
- Law enforcement activities
- Actions of third parties, including but not limited to security compromises, denial of service attacks and viruses

5. Service Downtime Credit Request Procedure

For RapidCompute to process a Customer's request for Service Downtime Credit, the Customer should send the request in writing within thirty (30) days of the event giving rise to the Service Downtime Credit. The written request must include the following:

- Description of the Unavailable Service, including date, time and duration
- Documentation of proof of the Unavailable Service i.e. monitoring or system logs

Cybernet will be the sole arbiter regarding the award of Service Downtime Credit and Cybernet's decision will be final and binding. The award of Service Downtime Credit as described in this SLA will be the sole and exclusive remedy for Unavailability of stored data or virtual servers or loss of stored data. Service Downtime Credit will only be provided against future Services and for the avoidance of doubt may not be exchanged for cash or other forms of payment.

6. Entire Understanding

This SLA, the Terms of Service, and any applicable Order(s) constitute the entire understanding of the parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Customer and Cybernet, are hereby superseded and withdrawn and shall have no legal effect insofar as they relate to the service levels hereunder. In the event of any conflict between the documents comprising the Agreement, precedence shall be given to the documents in the following order: (i) the Order; (ii) this SLA; (iii) and the Terms of Service.

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