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INFRATEL Cloud Service Level Agreement

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1. Cloud Service Level Agreements

This Cloud Service Level Agreement (the “CSLA”) is an integral part of your agreement with INFRATEL for the provision of services (collectively the “Services”) set forth on the ServiceOrder.

This SLA defines the terms of our responsibility with respect to the Services that we provide (the “Service Commitments”) and your remedies in the event that we fail to meet these Service Commitments. This SLA and the refunds set forth herein (the “Service Credits”) represent INFRATEL’s sole obligation and your sole remedy for our failure to meet such Service Commitments.

The Service Commitments under this CSLA are as follows:

2. Network Uptime

INFRATEL guarantees 99.982% network uptime for our network, excluding scheduled maintenance. Notwithstanding the foregoing, you recognize that the Internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of INFRATEL. This SLA and the 99.99% Network Uptime Service Commitment cover the provision of access by INFRATEL Cloud to the global internet “cloud”. Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of the control of INFRATEL can and will occur, and such instances shall not be considered any failure of the 99.99% Network Uptime Service Commitment. INFRATEL proactively monitors network uptime. The results of these monitoring systems shall provide the sole and exclusive determination of network uptime.

3. Infrastructure Uptime

INFRATEL guarantees that the critical infrastructure systems will be available 99.99% of the time in a given month, excluding scheduled maintenance. Critical infrastructure systems include all power and HVAC infrastructure, including UPS, PDU, and cabling. Critical infrastructure systems do not include any software or services running on a server, nor do they include any server hardware. INFRATEL proactively monitors infrastructure availability. The results of these monitoring systems shall provide the sole and exclusive determination of infrastructure availability.

4. Host Uptime

INFRATEL guarantees the functioning of all server hosts, including compute, storage, and hypervisor. If a server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification.

If a server migration is required because of server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine, in our reasonable judgment, that we must begin the migration sooner to protect your server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration and less than 24 hours depending on the restore size.

INFRATEL proactively monitors host uptime. The results of these monitoring systems shall provide the sole and exclusive determination of host uptime.

5. One-Hour Hardware Replacement

Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. INFRATEL guarantees the functioning of all hardware components and will replace any failed component within one (1) hour of INFRATEL's identification and confirmation of the problem at no cost to you. This One-Hour Hardware Replacement covers the time to have the hardware installed, powered and operational, but excludes the time required to rebuild a RAID array, reload of certain operating systems and applications and restoration of any data.

6. Backup Responsibility

You understand that you are solely responsible for ensuring that all data residing on any server managed through INFRATEL is backed up. INFRATEL assumes no responsibility for such data, any loss thereof, or inability to access any such data. In no event shall INFRATEL be liable for damages resulting from loss of data, profits, or for any incidental or consequential damages, even if advised of the possibility of such damage.

7. Security and Patching Responsibility

Windows: Windows updates are provided through WSUS, which will apply updates, and schedule reboots automatically for any patches that we approve. We may withhold patches if they have any reports of breaking applications or versions of Windows at our discretion.

Linux: We utilize an internal mirror for patching and patches are automatically downloaded and applied; security updates concerning the kernel or requiring kernel dependencies require reboots which are the customer’s responsibility. Minor and major operating system upgrades are only provided upon customer request.

Third-Party Applications: We are in no way responsible for application-level patching or upgrades but will assist customers upon request at our discretion.

8. Service Credits

The structure of the penalty scheme ensures that service credits are related to the monthly charges of the network service components on which INFRATEL has failed to meet the required SLA (excluding scheduled maintenance). The treatment of Service Credits with respect to each parameter is outlined in the table below:

SN	SERVICE LEVEL	CREDIT UNITS On Monthly Bill
1	99.982% to 100%	0.00%
2	98.5% to 99.981%	0.04%
3	99.980% to 94.9%	1.00%
4	94.8% to 90%	10%
5	Less than 90%	15%

9. Service Credit Requests

All SLA claims should be communicated via a Ticket in My.Cloud.infratel.co.zm customer portal within seven (7) days of the incident. The ticket must include all relevant information, including hostname, IP address, a full description of the incident, and any logs (if applicable). All SLA credits will be issued as credits against future invoices for services.

In order to qualify for Service Credits, you must be current on all payment obligations and not be in violation of the Terms of Service, Acceptable Cloud Usage Policy or any other policies

and procedures of INFRATEL.

No Service Credits will be given for service interruptions: (i) caused by the action or failure to act by you or your personnel, (ii) due to failure of any equipment or software provided by you, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event, (v) for which you are entitled to a Service Credit for the same or contemporaneous Service Commitment failure or (vi) resulting from your breach of the Terms of Service, Acceptable Cloud Usage Policy or any other policies and procedures of INFRATEL.

Total cumulative Service Credits during any given month shall not exceed your monthly fee for those Services affected.

INFRATEL may modify any aspect of this SLA upon thirty (30) days' prior notice. Should you wish to terminate this Agreement as a result of such modification, you may do so by sending a notice of termination via a Ticket in My.Cloud.infratel.co.zm customer portal any time prior to the effective date of such modification and no Early Termination Fees will apply. Absent such termination notice, the modified SLA shall apply from the effective date for as long as you continue to retain Services from INFRATEL.