



## **Nine Virtual Technologies 99.9% Uptime Guarantee**

This document summarizes Nine Virtual Technologies service level agreement (SLA) for our vOffice services.

Nine Virtual Technologies offers a comprehensive set of benchmarks to insure our services are available to our customers. We guarantee our services to be available 99.9% of the time in any given calendar year.

If we are unable to keep this commitment, we will credit your account back for the amount of time we were unavailable.

Please read the following pages for details about our commitment to our customers.

## vOffice Desktop Availability SLA

Nine Virtual Technologies, Inc. guarantees your vOffice Desktop will be available 99.9% of the time in any given calendar month.

It is important to us that our customers understand our guarantee and we have defined some key terms to make sure this is the case.

For 99.9% Availability to apply, the following conditions must be met:

### Definitions:

vOffice Desktop	vOffice Desktop is defined as the desktop environment we provide as part of our service.
Monitoring	We use "Real-Time" monitoring software on all of our servers to insure their services are available to you.
Availability	A vOffice Desktop is available when it allows a user with the correct credentials to login and access their desktop environment.
Unavailability	Any period of time during which you are unable to login to your vOffice Desktop. A period of downtime begins when it is detected by our own monitoring systems or when a ticket is opened with our Support Team. A period of unavailability finishes when you are again able to login to your vOffice Desktop.
Unavailability	Caused by external network issues or incidents with single points of failure on the customer(s) network that were identified in the solution by our Support Team shall not count towards the monthly availability calculation.
Unavailability	Which are caused by incidents relating to technical or human error on the customer(s) terminal or network. Including, but not limited to Firewalls, Anti-Virus Services, hardware, Internet and network equipment.
Unavailability	Incidents related to printers, scanners, copiers, cameras, USB sticks, or external hard drives shall not count towards the monthly availability calculation.

Service Credits shall be payable to customers affected by downtime as below and related to the Recurring Fees for the affected vOffice Desktop up to 50% of the equivalent time of the unavailable service(s):

---

Downtime in any give calendar month	Credit Given
< 99.9%	5% of Recurring Fee
< 99.8%	10% of Recurring Fee
< 99.7%	15% of Recurring Fee
< 99.6%	20% of Recurring Fee
< 99.5%	25% of Recurring Fee
< 99.4%	30% of Recurring Fee
< 99.3%	35% of Recurring Fee
< 99.2%	40% of Recurring Fee
< 99.1%	45% of Recurring Fee
< 99.0%	50% of Recurring Fee

Nine Virtual Technologies, Inc. is not be liable for any service failure of the WAN or endpoint device.

---

## Incident Management and How to Report a Problem

Nine Virtual Technologies, Inc. shall respond to incidents reported within the following response times:

### Before Reporting

Ensure this is a problem which has been tested internally before reporting the issue and has been replicated from more than one source/location.

---

Priority Level	Incident Summary	Example	Response Time*
<b>1</b>	Total loss of service, employee termination, or actual security breach. <i>"Something critical is happening which is affecting your business operations and/or has a high degree of importance."</i>	All vOffice Desktops are down and not responding	Initial response within 1 hour.  Best Effort Resolution within 4 hours.
<b>2</b>	Degraded service performance, impaired functionality, or suspected security breach.  <i>"Medium impact on operations means there is no outage on a business level service, but some intermittent issues are occurring"</i>	I am getting sluggish performance in my vOffice Desktop.  I am having intermittent issues when logging into my vOffice Desktop	Initial response within 4 hours.  Best Effort Resolution within 24 hours.
<b>3</b>	Service/Change Requests.  <i>"A non-critical issue not impacting service or a single user, such as printing problems, services extending to mobile devices, such as Lync Mobility"</i>	I cannot print from my vOffice Desktop  Lync Mobility is not working on my phone.  I am having issues trying to connect my peripherals (web cam, USB Stick, etc) to my vOffice Desktop	Initial response within 1 business day.  Best Effort Resolution within 3 business days.

\* Response Times as listed are for 8x5 support, which is included with your vOffice Desktop. 24x7 Support is supplied at an additional cost, in which the same response times apply.

---

### To Report a Problem:

You can report an issue by submitting a support ticket at <https://support.ninevirtualtech.com>. Please be sure to include the following information:

- A. Describe the service affected or how the issue is affecting you.
- B. Provide a detailed description of the problem, and attach a screen shot or any other additional information that may assist us in problem resolution.
- C. Include your Company Name, the best number to reach you, and indicate if the issue is a Priority 1/2/3.
- D. You will get a confirmation email once your support ticket has been submitted successfully. You will also receive an email when the Support Team needs additional information or the support ticket has been resolved.

If the ticket is Priority 1, call Nine Virtual Technologies Support at 1-855-464-6388 after *1 hour* to validate confirmation of your ticket.

---

## SLA Terms and Conditions

This Service Level Agreement does not apply for any month to the extent that service credits arise as a result of your breach of our terms or service, or if you are in material default of payment.

### SLA Exclusions

Many possible situations are completely beyond the control of Nine Virtual Technologies and therefore are not in the scope of this Service Level Agreement. These situations include:

- **Monthly Scheduled Maintenance** – Nine Virtual Technologies performs monthly software updates to your vOffice Desktops and our internal servers. We do everything possible to minimize downtime and perform this maintenance “*after hours*”. You will receive prior notification of upcoming maintenance at the email address we have on file as well as under the “*Announcements*” portion of our Support Portal. Monthly Scheduled Maintenance periods are not eligible for Service Credits.
- **Hardware and Hardware Maintenance** – From time to time, Nine Virtual Technologies may have to replace/upgrade/modify hardware in the servers running your vOffice Desktop. We do everything possible to minimize downtime and perform this maintenance “*after hours*”. Any downtime associated with this maintenance is not eligible for Service Credits.
- **Malicious Attacks** – If a third party not associated with Nine Virtual Technologies, Inc. initiates a “Denial of Service” or other form of attack designed to disable our network availability/server availability and/or the availability of your vOffice desktop, we will do everything in our power to stop the attack, but cannot guarantee a resolution time. Any downtime associated will not be eligible for a Service Credit.

## Service Definitions

The following definitions apply to our 99.9% Uptime Guarantee:

- **Unavailability** – the total unavailability for the relevant Nine Virtual Technologies vOffice Service. For the avoidance of doubt, customer outages and Planned Maintenance are excluded from this definition.
- **Customer Outages/Unavailability** – any outage caused by any of the Customer's Hardware, Network Equipment, or any change, modification, or action taken by the Customer's personnel.
- **"Total Available Service Time"** – the total time in the relevant month, 24 hours a day for every business day (Monday through Friday) in the month. Fixed calendar months are used in the calculations (i.e. Jan 1<sup>st</sup> to Jan 31<sup>st</sup>, Feb 1<sup>st</sup> to Feb 28<sup>th</sup>, etc.)

## General

The following definitions apply to our 99.9% Uptime Guarantee:

- **Measurement** – Our Service Levels are measured on a monthly basis, starting from the first calendar quarter (Jan to Mar, Apr to Jun, July to Sept, Oct to Dec) after the end of the "Stability Period". The "Stability Period" means the period of 3 months after the Customer's vOffice has gone into effect.
- **Service Credits** – if our records show a credit is due, Nine Virtual Technologies shall issue a credit to the value of the Service Credits outlined in this document. The maximum Service Credits due in any one calendar month shall not exceed 50% of the monthly fees.
- **Non-Critical Services** – Nine Virtual Technologies does not provide a guarantee in availability of certain services deemed non-critical. This includes the following portals: Support/Help Desk, Password Reset, Password Registration, Web-based Email. Other non-critical services include Lync and Lync Mobility, as well as "Portable" software provided on Nine Virtual Technologies Support Portal.

## Service Limitation

Nine Virtual Technologies or its related persons shall not be held liable for any consequential, indirect, special, punitive, or incidental damage, whether foreseeable or unforeseeable, based on claims of the customer or its customers (including but not limited to, claims for loss of data, goodwill, profits, use of money or use of the software, interruption in use or availability of data, stoppage or other work or impairment of other assets) arising out of breach of implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, except only in the case of personal injury where and to the extent that applicable law prohibits exclusion of such liability. In no event will the aggregate liability which Nine Virtual Technologies, Inc. and its related persons may incur in any action or proceeding arising out of performance or non-performance of this agreement exceed the total

amount actually paid to Nine Virtual Technologies, Inc. by the customer for the specific product or service that directly caused the damage.

## **Invocation**

Unavailability is calculated from the time of the initial report by the customer or Nine Virtual Technologies, Inc. until the time of a resolution by Nine Virtual Technologies, Inc. A claim can only be made after a maximum of 5 working days have passed from the time of resolution. A claim should be made through your Account Executive or by emailing [support@ninevirtualtech.com](mailto:support@ninevirtualtech.com).