

Transformyx Service Level Agreement

Transformyx provides business IT on demand. Launched with the aim of disrupting the way that organizations currently purchase, use and manage IT, Transformyx provides enterprise class IT to organizations of all sizes.

Transformyx removes the management and cost burden of owning IT by offering it to customers as an on demand service. Its current services include Hosted desktop, Exchange, VoIP, Hosted Blackberry Enterprise Service and Dynamic Server Infrastructure. With Transformyx, each employee is given their own personalized hosted virtual desktop that can be accessed from anywhere in the world through an Internet connection. Transformyx customers only pay for what they use, based on the needs of the organization and can scale up and down at the click of a mouse.

Introduction

This SLA sets out the Service Level guidelines for Transformyx's Cloud Services. Transformyx offers a comprehensive set of measurements to ensure our service availability commitment is guaranteed at a level of four 9's (99.99%) of service availability in any given calendar month. Our 99.99% service availability commitment is built upon a platform of generic services that are designed to deliver high availability throughout our network.

Transformyx's - 100% Cloud Network Availability Guarantee

We guarantee that Transformyx's Cloud network will be available 100% of the time in a given month, excluding planned, scheduled or emergency maintenance. Transformyx's Cloud network means the portion of Transformyx's network extending from the outbound port on your service to the outbound port of the data center border router and includes Transformyx's switches, routers, cabling.

It is important to us that our clients understand this guarantee and we have defined some key terms here to make sure that this is the case. For 100% Availability to apply the following conditions must be met:

Definition:

Transformyx Cloud Network We define Transformyx's Cloud Network as the data center and network environment that we provide as part of the Transformyx IT delivery platform.

Monitoring Transformyx monitor the routers, firewalls, connectivity and data center infrastructure

Availability The Transformyx Cloud Network is available when connectivity to services is available to the internet. Service availability is measured externally and internally with a comprehensive set monitoring tools that are themselves highly available.

Unavailability Any period of time during which a client is unable to access the Transformyx Cloud Network - limited to when this unavailability is attributed to an incident that has been identified by our engineers to be within our own data center(s).

Exclusions Loss of service caused by the following will not be included in monthly availability calculations:

- External network issues or incidents where single points of failure on the client solution were identified in the solution document.
- Planned, scheduled or emergency maintenance.
- Reduction in performance due to unexpected core network saturation.

Hosted Virtual Desktop (VDI) Availability SLA

We guarantee four 9's (99.99%) of Virtual Desktop service availability in any given calendar month.

It is important to us that our clients understand this guarantee and we have defined some key terms here to make sure that this is the case. For 99.99% availability to apply the following conditions must be met:

Definition:

Hosted Virtual Desktop

We define the virtual desktop as the desktop environment that we provide as part of our hosted virtual desktop products.

Monitoring

Transformyx monitor the hosted virtual desktop infrastructure by testing connection settings and session generation every 30 minutes.

Availability

A virtual desktop is available when it allows a user with the correct credentials to login via our portal and stream an application or access a desktop environment session.

Unavailability

Any period of time during which you are unable to login to your virtual desktop. A period of downtime begins when it is detected by our own monitoring systems or when a ticket is raised with our support team. A period of unavailability finishes when you are again able to login to your virtual desktop.

Exclusions

Loss of service caused by the following will not be included in monthly availability calculations:

- Unavailability where external network issues or incidents are caused by the presence of single points of failure within the client solution that were identified in the solution document.
- Unavailability which is caused by incidents relating to technical or human error on the client terminal including but not limited to, Anti-Virus services, Microsoft updates and terminal BIOS updates.
- Incidents relating to printers, scanners, copiers, cameras, USB sticks or external hard drives.

Downtime in any given calendar month	Credit Given
< 99.99 %	0 % of Recurring Fees
< 99.90 %	5 % of Recurring Fees
< 99.80 %	10 % of Recurring Fees
< 99.70 %	15 % of Recurring Fees
< 99.60 %	20 % of Recurring Fees
< 99.50 %	25 % of Recurring Fees
< 99.40 %	30 % of Recurring Fees
< 99.30 %	35 % of Recurring Fees
< 99.20 %	40 % of Recurring Fees
< 99.10 %	45 % of Recurring Fees
< 99.00 %	50 % of Recurring Fees

Service Credits shall be payable as above and relate to the Recurring Fees for the affected VDI service up to 50% of the monthly service(s)

Hosted Microsoft Exchange Availability SLA

We guarantee four 9's (99.99%) of Hosted MS Exchange service availability in any given calendar month.

It is important to us that our clients understand this guarantee and we have defined some key terms here to make sure that this is the case. For 99.99% Availability to apply the following conditions must be met:

Definition:

Hosted Exchange We define Hosted Exchange as the server environment and interfaces that we provide as part of our hosted exchange products.

Monitoring Transformyx continually test CAS, Relay and Mailbox servers through internal and external monitoring to ensure receipt and delivery of email.

Availability Hosted Exchange is available when it allows a user with the correct credentials to send and receive email via our Exchange servers or through Outlook Web Access.

Unavailability Any period of time during which you are unable to send or receive email via our Exchange servers. A period of Unavailability begins when it is detected by our own monitoring systems or when a ticket is raised with our support team. A period of downtime finishes when you are again able to send and receive email.

Exclusions Loss of service caused by the following will not be included in monthly availability calculations: Unavailability where external network issues or incidents are caused by the presence of single points of failure within the client solution that were identified in the solution document.

- Unavailability where DNS services are managed externally or a loss of service resulting from incorrect DNS configuration not managed by Transformyx.
- Unavailability due to a Virus(s) or Spam affecting the client terminal.

Downtime in any given calendar month	Credit Given
< 99.99 %	0 % of Recurring Fees
< 99.90 %	5 % of Recurring Fees
< 99.80 %	10 % of Recurring Fees
< 99.70 %	15 % of Recurring Fees
< 99.60 %	20 % of Recurring Fees
< 99.50 %	25 % of Recurring Fees
< 99.40 %	30 % of Recurring Fees
< 99.30 %	35 % of Recurring Fees
< 99.20 %	40 % of Recurring Fees
< 99.10 %	45 % of Recurring Fees
< 99.00 %	50 % of Recurring Fees

Service Credits shall be payable as above and relate to the Recurring Fees for the affected Hosted Exchange service up to 50% of the monthly service(s)

Virtual/Dynamic Server Availability SLA

We guarantee four 9's (99.99%) of Virtual/Dynamic Server service availability in any given calendar month.

It is important to us that our clients understand this guarantee and we have defined some key terms here to make sure that this is the case. For 99.99% Availability to apply the following conditions must be met:

Definition:

Virtual/ Dynamic Server We define a Virtual/Dynamic Server as the set of hardware resources assigned to any individual virtual/dynamic server to include processor, memory and storage space, which has a default.

Monitoring Transformyx monitor the Virtual/Dynamic service by testing port 80 and the cloud infrastructure.

Availability A virtual/dynamic server is available when it is free of hardware or software faults and accessible via a network.

Unavailability Any period of time during which the client's virtual/dynamic is not available to connect either through RDP or SSH due to a hardware or network fault.

Exclusions Loss of service caused by the following will not be included in monthly availability calculations:

Unavailability where external network issues or incidents are caused by the presence of single points of failure within the client solution that were identified in the solution document.

Unavailability caused by an application which is not managed, supported or installed by Transformyx. (All application installations shall be recorded in either the Solution Document before the Go Live date or the Operations Manual after the Go Live date.)

Downtime in any given calendar month	Credit Given
< 99.99 %	0 % of Recurring Fees
< 99.90 %	5 % of Recurring Fees
< 99.80 %	10 % of Recurring Fees
< 99.70 %	15 % of Recurring Fees
< 99.60 %	20 % of Recurring Fees
< 99.50 %	25 % of Recurring Fees
< 99.40 %	30 % of Recurring Fees
< 99.30 %	35 % of Recurring Fees
< 99.20 %	40 % of Recurring Fees
< 99.10 %	45 % of Recurring Fees
< 99.00 %	50 % of Recurring Fees

Service Credits shall be payable as above and relate to the Recurring Fees for the affected Virtual/Dynamic Server service up to 50% of the monthly service(s)

Cloud Storage and Backup

We guarantee four 9's (99.99%) of Cloud Storage and Backup service availability in any given calendar month.

It is important to us that our clients understand this guarantee and we have defined some key terms here to make sure that this is the case. For 99.99% Availability to apply the following conditions must be met:

Definition:

- Cloud Storage and Backup** We define this service as one of ability to upload and download files and data that you have stored in Transformyx's cloud.
- Monitoring** Transformyx monitor the Cloud Storage and Backup service, within the cloud network.
- Availability** Defined by the ability to login with the correct credentials and upload and download to that specified location either via the Cloud Storage or Backup product.
- Unavailability** Any period of time during which the client's Cloud Storage or Backup service is not available to connect either to or upload files to.
- Exclusions** Loss of service caused by the following will not be included in monthly availability calculations:
- When the client is unable to upload more data or backup your appliances due to insufficient disk space paid for or provisioned.
 - Unavailability where external network issues or incidents are caused by the presence of single points of failure within the client solution that were identified in the solution document.

Downtime in any given calendar month	Credit Given
< 99.99 %	0 % of Recurring Fees
< 99.90 %	5 % of Recurring Fees
< 99.80 %	10 % of Recurring Fees
< 99.70 %	15 % of Recurring Fees
< 99.60 %	20 % of Recurring Fees
< 99.50 %	25 % of Recurring Fees
< 99.40 %	30 % of Recurring Fees
< 99.30 %	35 % of Recurring Fees
< 99.20 %	40 % of Recurring Fees
< 99.10 %	45 % of Recurring Fees
< 99.00 %	50 % of Recurring Fees

Service Credits shall be payable as above and relate to the Recurring Fees for the affected Cloud Storage and Backup service up to 50% of the monthly service(s)

Before Reporting

Ensure this is a problem which has been tested internally before reporting the issue is replicable from more than 1 source/location. Ensure the person reporting the issue is a contact on the Account or a previously authorized member of staff.

Priority Level	Incident Summary	Example	Indicated Response Time & Resolution
1	Total loss of service or actual security breach. “Something critical has happened which is affecting your business operations, and has a extremely high degree of importance”.	<ul style="list-style-type: none">• All virtual desktops are down• Dynamic Server is not responding• A financial application is timing out• Exchange services are unavailable for all my users	Initial response within 15 minutes. Best Endeavour Resolution within 4 hours.
2	Degraded service performance, impaired functionality or suspected security breach. “Medium impact on operations means that there is no outage on a business level application or service, but some intermittent issue “	<ul style="list-style-type: none">• I am getting some packet loss to my application• My server or set of VDI users appears to be slow• Outlook doesn’t work for all my virtual desktop users	Initial response within 4 hours. Best Endeavour Resolution within 24 hours.
3	Service/Change request “A non critical issue not impacting service or impacting a single user, such as firewall change or information request.”	<ul style="list-style-type: none">• I cannot get my virtual desktop to print• I would like to an additional IP address to my server• I require a firewall change	Initial response within 24 hours Best Endeavour Resolution within 72 hours.

Reporting Procedure

1. Issue a ticket if possible to techsupport@Transformyx.com . In your ticket:
 - a. Describe the service affected, for example “Virtual/Dynamic Server or Virtual Desktop”
 - b. Describe the issue in detail, with any way of replicating the issue or data you have
 - c. In the ticket state that it is a “Priority 1/2/3” issue

You will receive a ticket open and ticket number responder

1. After 10 minutes place a call to Transformyx on 225-218-6682 if priority 1 or 2 confirming receipt of the ticket and confirmation that it is a priority 1/2/3 issue.
 - a. The issue will be internally logged and confirmed by Transformyx Engineers.
 - i. *Please note that calls will NOT be put straight to an engineer, but the engineers on call will be made aware of your issue, its priority and will respond within the allocated time frame.*
 - b. An engineer will immediately open your ticket and look to troubleshoot the problem, and is likely to liaise with your via email or phone.
 - c. Your response will then be processed either by Phone/Email and a resolution path suggested which may be asked to confirm before the action is taken.

Escalations Points

1. If an engineer does NOT respond within the Response Time minutes of your call, you can reach Transformyx’s Network Operations Center on 225-218-6682. This is only to be used if a response hasn’t been received.
2. If the Network operations center cannot be raised, you can escalate to your appointed Account Manager (24 hours a day)

False Alarms

Wrongly reported faults reported outside business hours, may be subject to a fee of \$150.00 per hour.

SLA Terms and Conditions

This SLA does not apply for any month to the extent that service credits arise as a result of your breach of the AUP or if you are in material default of payment, and is counted in relation to your contract Terms and Conditions.

SLA Exclusions

Many possible situations are completely beyond the control of Transformyx, and therefore are not in the scope of this SLA. These situations include:

Planned Maintenance - means any planned maintenance of the Client Solution or any other infrastructure relating to the Client Solution. Transformyx will do everything possible to minimize and avoid downtime during any such maintenance window. The client will receive prior notification of at least 24 hours of any upcoming maintenance, such notification will be sent to the email address we have on file. It is the responsibility of the client to ensure that Transformyx has current contact details. Planned maintenance of the Transformyx infrastructure shall happen between the hours of midnight and 6 am GMT on weekdays or weekends.

Emergency Maintenance – to prevent prolonged outages affecting our cloud services, Transformyx may be required to perform emergency maintenance. In this instance our notice period could be less than 24 hours. To minimize the effect on the client solution, Transformyx will aim to return service within one hour, from when the emergency Maintenance began.

Malicious Attacks - if a third party not associated with Transformyx initiates a "Denial of Service" or other form of disabling attack against your Cloud Service or major portions of our network, Transformyx will do everything in its power to stop the attack, but cannot guarantee a resolution time.

Service definitions

Unavailability – is the cumulative total unavailability for the relevant Transformyx Service. For the avoidance of doubt, Client Outages and Planned Maintenance are excluded from this definition

Client Outages/Unavailability means any outage caused by any of the Unsupported Software and Hardware (as specified in the Solution Document) or any change or action taken by the Client's Personnel.

"Total Available Service Time" means the total time in the relevant month, 24 hours a day for every day in the month. Fixed calendar months will be used i.e. 1st Jan to 31st Jan, 1st Feb to 28th Feb, etc

General

Measurement: The Service Levels are measured on a monthly basis (starting from the first full 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 Client Solution has gone live (or such other period as agreed between the parties).

Reporting: Transformyx shall report on the Service Levels to the Client on a quarterly basis if requested. Reports shall be based on Transformyx's records and shall be used in calculating any Service Credits payable (except in the case of manifest error or reporting problems with Transformyx's SLA monitoring solution, in which case Transformyx and the Client will discuss and agree any Service Credits that may be applicable).

Credit notes: If according to Transformyx records Service Credits are payable, Transformyx shall issue a credit note to the value of the Service Credits.

Maximum Service Credits: The maximum Service Credits due in any one calendar month shall not exceed 55% of the monthly fees. Where multiple Cloud Services are part of the Client Solution, the maximum Service Credits are restricted to that portion of the Recurring Fees that relate to the Cloud Service(s) that have not achieved the Service Level commitment.

Availability:

The % availability calculation formula is as follows, measured on a monthly basis.

$$\frac{\text{Total Available Service Time} - \text{Transformyx Outages}}{\text{Total Available Service Time}} \times 100 = \text{Actual Service Availability}$$

Service Level Agreement Sign off:

This service level agreement and the service credits related to each Transformyx cloud service, will only apply once the client has agreed, signed and returned the Services Acceptance Form.

Customer Portal

Transformyx promises 99.9% access to the online customer management portal but does not provide a guarantee – as this is a non critical utility. Access to this portal is available via the public and private networks. The portal is utilized to fully manage the on-demand IT environments located within the Transformyx data centers. Portal access includes ticket access, account management, hardware management, bandwidth management, backup management, and other related services. In the case of multiple SLAs triggered, only one of the SLA's can be claimed to a maximum of ONE month's fees.

Service Limitation

Transformyx or its related persons shall not be held liable for any consequential, indirect, special, punitive, or incidental damages, 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 of 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 Transformyx 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 Transformyx 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 of by the Customer or Transformyx, until the time of a fix report from Transformyx. A claim can only be made after a maximum of 5 working days have passed from the fix report. A claim should be made through your account manager, or techsupport@transformyx.com

Service Limitations

The Service Levels shall not apply (and Service Credits shall not be payable) where:

1. the Client fails to promptly comply with the Client Obligations;
2. the Client fails to pay the Fees on the due date;
3. Transformyx has the right to suspend the Services (in accordance with the General Terms) or if a Force Majeure Event applies; or
4. Transformyx Outages arise due to (a) the occurrence of any agreed issues or risks highlighted in the Solution Document or (b) any client initiated change requests.