

**Hosted VM Service  
Service Level Agreement  
12-1-2011**

**Part A**

During the term of the Hosted VM Service – Service Level Agreement, the Virtual Machine will be operational and available to Lessee for a Monthly Uptime Percentage of at least 99.9%. If ACNS does not meet the Monthly Uptime Percentage, and if Lessee meets its obligations under this SLA, Lessee may be eligible to receive the Service Credits described below.

**Part B**

Hosted VM Service will be supported by ACNS personnel using the VM Service Incident Reporting system (see Hosted VM Service – Fees & Technical Description). ACNS support will respond, based on the Severity Level mutually agreed to by ACNS and Lessee at the time of the notification, in the indicated Severity Level Response time. Only designated Lessee personnel (Technical Contact List) may contact ACNS in regard to VMs in Hosted VM Service.

Definitions:

Downtime is time where the VM cannot start, is not started, cannot be reached over the network, or does not consistently respond to normal usage requests, due to issues that are under the control of ACNS (for instance, the VM host server cluster is down, or the networking directly associated with the Hosted VM Service is down). Downtime *specifically excludes* unavailability of a VM's product due to problems *inside* the VM, such as problems specific to the applications running on the VM, or misconfigurations of the app or OS by the Lessee.

Hosted VM Service means capability of leased Virtual Machines as described in the Hosted VM Services Policy document and its Related Documents.

Lessee is the CSU unit leasing VM(s) under this service.

Monthly Uptime Percentage means (total number of minutes in a calendar month minus the number of minutes of Scheduled Downtime minus the number of minutes of Downtime) divided by (the total number of minutes in a calendar month minus the number of minutes of Scheduled Downtime).

Scheduled Downtime means those times ACNS notifies Lessee of periods of Downtime at least five days prior to the commencement of such Downtime.

Service Credit means the following:

Monthly Uptime %	Days of Service
< 99.9% to >=99.0%	3
< 99.0% to >=95.0%	7
< 95.0%	15

To be eligible for Service Credit, the value of the Days of Service accumulated across Lessee's affected VMs must be at least \$25 and applicable to a single account fund. Service Credit will be applied as credit against the following month of service cost. If service is discontinued for any reason, the Service Credit will be in the form of a rebate at the end of service.

Notification of Downtime for Service Credit. ACNS will make reasonable efforts to notify Lessee of detected downtime duration. It is Lessee's responsibility to verify this, and report undetected or unreported downtime, and to make claim for Service Credit before the end of the month following the month in which downtime occurred. Failure to claim a timely Service Credit will forfeit Lessee's right to receive it.

Severity Level. The level applicable to support issues provided by ACNS to Lessees for Hosted VM Service:

- Critical – a problem causing critical impact to Lessee's business operation for which no solution is immediately available and business cannot continue.
- Serious – a problem causing significant impact to Lessee's business operation for which a workaround has been implemented, but is unacceptable on a long-term basis.
- Moderate – a problem that impairs some functionality to Lessee's business operation, but a practical workaround exists.
- Minor – a problem that does not affect any functionality of Lessee's business operation, or a request for enhancement

Severity Level Response. ACNS must acknowledge and maintain contact with Lessee with intervals not to exceed these below:

- Critical – 1 hour, 24 x 365, then as negotiated after initial response
- Serious – 4 business hours
- Moderate – 1 business day
- Minor – Acknowledge and schedule

Business Day and Hour. A work day CSU is open for regular business. One hour in a business day.

Technical Contact List. Lessee must keep a list with ACNS of personnel Lessee currently authorizes to contact ACNS in regard to technical issues about Lessee's leased VMs. This list may have up to six personnel. Each of these listed personnel is presumed to have complete decision-making authority for technical matters concerning the Lessee's VMs. Full contact details, as requested, must be provided.

Hosted VM SLA Exclusions. The Hosted VM SLA does not apply to any service that expressly excludes this Hosted VM SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors outside of ACNS' reasonable control; or (ii) that resulted from Lessee's equipment or third party equipment, or both (not within primary control of ACNS).