

Service Level Agreement for SyncForce Cloud

Service Commitment

SyncForce commits that the SyncForce Cloud will be available 99.8% or more of the time in a given calendar month. If we (SyncForce) fail to meet this commitment, just let us know and we will apply a service credit to your account. The service credit applied will be calculated by multiplying a) your total charges for the SyncForce Cloud during the month we failed to meet the commitment by b) the percentage credit you qualify for in the table below:

Monthly Availability %	Credit to Bill for SyncForce Cloud Object Storage (not Total Bill)
100% to 99.8%	N/A
<99.8% to 99.5%	10%
<99.5% to 99.0%	20%
<99.0%	30%

The SyncForce Cloud availability dashboard is available on: <http://status.syncforce.com>

Definitions

"Monthly Availability %" is calculated by averaging the Interval Availability % of each 5-minute interval, as described below, over the entire month. "Interval Availability %" is calculated for each SyncForce Account during 6-minute intervals, as 100% minus: total number of requests that result in internal server errors (code 500) or service unavailable errors (code 503), divided by total number of requests during that 5-minute interval. Intervals during the month in which there were no requests from a given account will be considered intervals with 100% availability for that account.

Exclusions

You are not entitled to a service credit if you are in breach of your [Master Subscription Agreement](#) with SyncForce, including your payment obligations. To receive a service credit, you must file for a credit within 30 days of the end of the month in which availability was not met by contacting SyncForce via support@syncforce.com with a description of the downtime, how you were affected, and for how long. SyncForce reserves the right to withhold credit if it cannot verify the downtime or you cannot show that you were adversely affected in any way as a result of the downtime. The Service Level Agreement does not apply to any downtime, suspension, or termination of any SyncForce services:

- that result in account suspension or termination due to breach of the [Master Subscription Agreement](#);
- caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of SyncForce-controlled datacenters;

- that result from any actions or inactions of you or any third party; or
- that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than those which are under our direct control).

The service credit remedy set forth in this Service Level Agreement is your sole and exclusive remedy for downtime of the SyncForce Cloud