



## Business Continuity

### 10. Disaster Recovery and Business Continuity

Oxcyon via Rackspace will maintain a disaster recovery process that ensures continued services and safeguards Company materials in the event of a disaster including a disaster involving disruption or outage of communications, power or other utilities. Oxcyon/Rackspace will be responsible for providing the tools, and scheduled functions to allow Company to utilize Disaster Recovery and High Availability on the Rackspace network.

Item	Procedure
Failover	Provide tools for failover (require F5 or similar)
Clustering	Support Clustering
Automated Backups	Provide Scheduled Incremental and Full Back Ups (and Files)

Oxcyon shall reasonably assist Rackspace in the periodic review of Company's business continuity plan by providing input to and advice concerning applicable portions of such plan to implement the services provided under the Agreement.

Documented Disaster Recovery Plan, Business Continuity Plan and Crisis Management Plan will be maintained by Rackspace and Oxcyon as follows:

- a) Conformation of daily encrypted backups
- b) Return to normal operations within 4 hours
- c) Independent penetration testing conducted with results made available to Company and Company
- d) Provide proof of Vulnerability Standard
- e) Penetration testing to be conducted bi-annually and shared with Company

### 11. Service Levels

Service Levels will be tracked and reported from the SOW Effective Date utilizing the Agile Project Management selected and approved by Company.

- a) Company will track Service Levels through the end of the Data Migration. Unless otherwise agreed, Vendor will track and report on Service Levels from the beginning of the Data Migration into Centralpoint.

- b) Vendor shall implement, in a form reasonably acceptable to Company, a project tracking process that shall track, by SOW, Project and Deliverable the status of all Software being provided and Services being performed by Vendor. This entire audit trail of tasks (and the feedback around each task) will be managed within Oxcyon's Online Issue Management system found at: <https://issuemanager.oxcyon.com/> to allow for a real time audit trail of all tasks, including the response time for both Vendor and Company (in terms of when an issue was received, responded to, to show timely response to any issue. Vender will make such reports available to Vendor or Company at any time to audit all activity associated with the project.
- c) Vendor shall provide an Online Performance Report that describes Vendor's compliance with each Service Level. Vendor shall provide as part of the Monthly Performance Report and at no additional charge, soft and hard copy reports on Vendor's compliance with the Service Levels across all Services provided under all SOWs and individually by SOW. Detailed supporting information for each report will be provided to Company in a form proposed by Vendor and approved by Company and in any event, available at: <https://issuemanager.oxcyon.com/>
- d) A failure by Vendor to provide an Online Performance Report of sufficient accuracy for Company to reasonably determine whether Vendor has met or failed to meet a Service Level under any SOW in the immediately preceding month will be deemed a Service Level default with respect to such Service Level for such month, provided that Vendor shall have seven (7) calendar days to cure such failure following notice from Company.
- e) The raw data and detailed supporting data produced or derived from measurement of the Software provided and Services performed shall be Company data, and may be accessed by Company on-line, where feasible, monthly, weekly, and daily or at any time during the term of this SOW.

11.1 HOSTING SERVICE LEVEL DEFAULTS

11.1.1.) Response Times

11.1.2 Company may request support by opening a support ticket via your [Online Issue Management System](#), available 24 hours per day, with Oxcyon or by calling the account team assigned to Company. Support team members or systems may create tickets on your behalf in response to phone calls or issues identified by monitoring systems.

11.1.3 Customer agrees to accept Oxcyon's designation of the severity levels defined below and as communicated by Oxcyon, provided that Oxcyon's designation is reasonable.

Severity Level	Escalation Support (Initial Live Response Time)	PRIVATE CLOUD Support (Initial Live Response Time)
Emergency	2 hours	10 minutes
Urgent	4 hours	1 hour
Standard	1 Business Day	4 Hours

11.1.4 In relation to the Severity Levels outlined above, the following definitions shall apply:

"Emergency": Customer is unable to fulfill its business objectives. This includes situations where Customer is unable to launch or terminate instances, instances failing, the OpenStack cloud is partially or wholly inoperable, or Customer is unable to store or retrieve any objects in Private Cloud Object Storage.

“Urgent”: Customer business objectives are impaired, but not completely obstructed. This includes Customer inability to launch or terminate new instances, but current instances are operating normally, or where an entire Private Cloud Object Storage Zone goes down.

“Standard”: Non-critical; some anomalous behavior in Customer’s Private Cloud. This applies to situations where Customer experiences an unusual delay in launching new instances or in interacting with the OpenStack API or Private Cloud Object Storage node failure. This also includes support calls classified as incidents.

11.1.4 If Oxcyon fails to meet a response time stated above, Oxcyon will issue a credit of \$75, plus an additional credit of \$75 for each additional increment of time (applicable to the Severity Level stated above) for which the response time guarantee is not met, up to a total of \$750 per incident, provided Customer requests a credit in writing via a support ticket no later than seven (7) days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued after the approval of the credit. Unused credits shall not be refunded.

11.1.4.1 If Oxcyon fails to meet the Uptime guarantee set forth herein, Oxcyon will issue a credit equal to \$500.00 per hour (pro-rated for any unexpected downtime) of any unexpected downtime, which shall not exceed 100% of the monthly recurring fee for the related Service Description. Credits that would be available but for this limitation will not be carried forward to future months. Expected downtime refers to any updates made to the Centralpoint application, which would not exceed more than 5 minutes per month. Notice to Company for expected downtime will occur by e-mail with no less than 2 day notice.

11.1.5 Once engaged, Oxcyon will work with Customer representatives to resolve the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report to the OpenStack community. If an issue is possibly an unknown OpenStack bug, Oxcyon may report the bug along with a description of the issue to the OpenStack community and will investigate remediation approaches internally.

11.1.6 Oxcyon will work continuously (24 x 7) using reasonable efforts on an Urgent request until the issue is resolved, is determined to be unresolvable, or the issue is resolved with a work around sufficient to re-categorize to the Standard Level.

11.1.7 The times above are response times, not resolution times. Oxcyon makes no guarantee regarding the time to resolve a support request, only that it will use reasonable efforts described above.

## 11.2 Control Plane Service Level Agreement

### 11.2.1

The "control plane" means the OpenStack Project APIs (Application Programming Interfaces) used by Oxcyon to perform various functions on the Cloud System (see details below).

Oxcyon guarantees the Cloud control plane will be available 99.99% of the time in any given monthly billing period except during Maintenance & Stream of Enhancements periods.

SLA Credit for Control Plane:

Monthly Availability	Credit Percentage of fees per control plane
100% - 99.99%	0%
<99.99% - 99.9%	10%
<99.9% - 99.0%	20%
<99.0	30%
>90%	100%

Control Plane SLA Credits will be calculated as a percentage of the monthly recurring support fees for the affected Customer Private Cloud configuration for the monthly billing period. The following formula shall be used in the calculation of Control Plane SLA Credits:

Calculation Formula (represented as a percentage):

$$\frac{\text{(Valid API Responses)}}{\text{(Valid API Responses + valid API Errors)}}$$

Monthly Availability. 'Monthly Availability' applies to a single control plane managing a given Hosted System running the Private Cloud Software, for which you have purchased Private Cloud support

services. If more than one control plane is deployed, each control plane's Monthly Availability will be separately calculated.

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Oxcyon will measure the availability of the control plane using monitoring tools. The monitoring tool will make a request to all API service running in the control plane from multiple separate data center locations and will capture valid 'API Responses' (a "401 Unauthorized" is considered a valid API Response for the purposes of this Service Level Agreement) and valid 'API Errors'. To rule out general internet connectivity issues only simultaneous API Errors from all monitoring locations will be considered to be a valid API Errors.

11.2.2 Scope. For purposes of the Control Plane Service Level Agreement outlined above "OpenStack Project APIs" means the API services for the following OpenStack projects: Compute (Nova), Networking (Neutron), Image Service (Glance), Identity (Keystone), Orchestration (Heat), Block Storage (Cinder)

## 11.3 LIMITATION ON CREDITS

11.3.1 Credits. In addition to the rights and remedies set forth in the Agreement, the credits stated in this Hosting Services Agreement are Customer's sole and exclusive remedy for Oxcyon's failure to meet those Service Level guarantees for which credits are provided. Notwithstanding anything in this SOW to the contrary, the maximum total credit for failure to meet any applicable Service Level Agreements for any calendar month shall not exceed 100% of the monthly recurring fee for the related Software and/or Service. Credits that would be available but for this limitation will not be carried forward to future months.