

# Spanning Backup for Google Apps Service Level Agreement

**October 5,  
2015**

This Service Level Agreement (“SLA”) between Spanning Cloud Apps, LLC. (“Spanning”), and the customer (“Customer”) of the Spanning Backup for Google Apps service (“Service”) and sets forth the service level terms and conditions.

Definitions. The following definitions shall apply to the Spanning Backup SLA:

- “Google Apps Account” means an active Google Apps user account within the Customer’s domain.
- “Google Apps Data” means the data stored in the Customer’s Google Apps Domain in Gmail, Drive, Calendars, Contacts and Sites.
- “Back Up” means initiating, finishing (successfully or partially due to errors beyond our control) and saving a copy of Customer’s data that is available through the Google Apps external APIs used by the Service.
- “Backed Up Data” means the Customer’s Google Apps Data that is retrieved through the Google APIs and successfully saved by the Service. The Google APIs do not make certain items accessible to be Backed Up by external services. Items not available through the Google APIs include (but are not limited to) the list of items described in the [Spanning Backup Knowledge Base](#). The Google Apps Data provided by the Google APIs may not preserve all data and formatting elements.
- “Restore” means returning the Backed Up Data to a Google Apps Account in such form and format as provided by Google to Spanning through the Google APIs as part of the Back Up process and allowed by the Google APIs as part of the restore process.
- “Restore Operation” means a manual Restore initiated through the Service by Customer (excluding automated recurring Restore actions).
- “Downtime” means the Service is unavailable for Customer, excluding Permitted Downtime.
- “Permitted Downtime” means downtime that occurs as part of Spanning's maintenance activities where the customer has been notified of the outage before it occurs.
- “Monthly Uptime Percentage” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- “Initial Backup” means saving and storage of the first full copy of Customer’s Backup.

- “Day without Backups” means a calendar day where we have failed to conduct a Back Up
- “Service Credit” means additional number of days of our service added to the current subscription for all users in the Customer's affected domain. This covers currently provisioned users and any new users added before the end of the new subscription period.

Spanning Backup SLA. While the Customer is receiving the Service under the Spanning Backup Agreement (“Agreement”), the Service will perform as described below in Sections 1. Accurate Restores, 2. Service Availability Goal, and 3. Daily Backups. If the Service does not meet or exceed the SLAs specified in those Sections, and provided that Customer satisfies the conditions and otherwise meets its obligations under this SLA, Customer will be eligible for Service Credits or refunds, as applicable per the schedules listed in the respective sections. This SLA states Customer’s sole and exclusive remedy for any failure by Spanning to meet the SLAs set forth herein.

## 1. Accurate Restores

While the Customer is receiving the Service under the Agreement, the Service will Restore Customer’s Backed Up Data into the selected Google Apps Account when initiated through a Restore Operation in the Service by the Customer.

If the Service encounters a failure and is unable to successfully Restore the Customer’s Backed Up Data to the selected Google Apps Account in response to a Restore Operation, the Customer must notify Spanning within 5 business days to investigate the problem.

If Spanning is not able to resolve the failed Restore successfully within a 10 business day resolution window (M-F, 9AM to 5PM Central Time), the Customer is eligible for the compensation as described directly below. The resolution window will begin only after the Restore failure occurs in response to a Restore Operation and the Customer provides Spanning with all of the information required to resolve the issue.

A Restore Operation will not be considered to be unsuccessful if the failure is due to Google Apps or Google Apps Account limitation, including but not limited to the selected Google Apps Account exceeding storage quota, file size limitations, authorization issues or other Google Apps limitations or to errors beyond Spanning's control. Additionally, a Restore Operation will not be considered to be unsuccessful if you cause the failure or if the action or omission that results in the

failure could have reasonably been avoided or was taken after you have been informed of or become aware of the risk that such action or omission could result in a failed Restore.

Spanning will determine whether a Restore Operation has been successful or unsuccessful in its sole and absolute discretion. Spanning's determination will be final and binding on you.

**Compensation for an unsuccessful Restore Operation:**

- For an unsuccessful Restore Operation, Customer will receive an amount equal to 10 times the amount of the annual subscription fee paid for the current year of the Service for the particular user license for which the Restore Operation was not successful. For clarity, if Customer has multiple user licenses for the Service (i.e., multiple accounts being for which data is being backed-up through the Service) and the Restore Operation is not successful for Backed-Up Data on only a portion of those licenses, then the compensation hereunder will be measured based on the license fee only for those licenses for which the Restore Operation was unsuccessful. If Customer pays a consolidated amount for all of its licenses, then the compensation hereunder will be based on a pro rata portion of the annual subscription fee.
- Customer will have the option to choose either compensation in the form of Service Credits or a refund.
- The maximum amount of compensation Customer may receive for all failures of this service level is not to exceed the total amount of annual subscription fees paid by the Customer for the then-current year for Service by Customer.

*Example Compensation Calculation:*

- Customer has 100 licenses for which it pays \$40 for each individual license for the Service in the current year
- Customer experiences an unsuccessful Restore Operation for one individual license
- Customer will receive \$400 ( $\$40 * 10$ ) for the unsuccessful Restore Operation
- Customer will not receive compensation of more than \$4,000 in the current year (e.g., if 15 individual licenses had unsuccessful Restore Operations, Customer would receive \$4,000 (rather than  $\$6,000 (\$40 * 15)$ ) because of the cap).

## 2. Service Availability Goal

While the Customer is receiving the Service under the Agreement, the Service will be operational and available to Customer at least 99.9% of the time (the “Service Availability Goal”) in any calendar month. If Spanning does not meet the Spanning Backup Service Availability Goal, and if Customer meets its obligations under this SLA, Customer will receive Service Credits per the schedules below.

### Monthly Uptime Percentage

- < 99.9% - >= 99.0% → 5 Days Added to Term
- < 99.0% - >= 95.0% → 10 Days Added to Term
- < 95.0% → 20 Days Added to Term

## 3. Daily Backups

While the Customer is receiving the Service under the Agreement, the Service will provide Daily Backups (the “Daily Backup Goal”) for the Customer. If Spanning does not meet the Daily Backup Goal in any calendar month, and if Customer meets its obligations under this SLA, Customer will receive Service Credits per the schedules below.

### Days without Backups after Initial Backup:

- 1 Day w/o backups → 3 Days Added to Term
- 2 Consecutive Days w/o backups → 7 Days Added to Term
- 5 Consecutive Days without backups → 15 Days Added to Term

Customer Obligations. In order to be eligible for any of the Service Credits or refunds described above, Customer must be current in all payment obligations and be in full compliance with the terms and conditions of the Agreement and this SLA. Additionally, in order to receive any of the Service Credits or refunds described above, Customer must notify Spanning in writing within thirty days from the time Customer becomes eligible to receive a Service Credit or refund. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit or refund.

Spanning Backup SLA Exclusions. The SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any performance issues: (i) caused by force majeure events or other circumstances beyond Spanning’s reasonable control; or (ii) that resulted from Customer’s

equipment or services, or third party equipment or services, including, but not limited to, Google and any Google Apps service; or (iii) that are attributable to or caused by any failure of the Internet or other telecommunications systems.