

# Spanning Backup for Office 365 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 Office 365 service (“Service”) and sets forth the service level terms and conditions.

Definitions. The following definitions shall apply to the Spanning Backup for Office 365 SLA:

- “Office 365 Account” means an active Office 365 mailbox within the Customer’s tenant.
- “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 Office 365 external APIs used by the Service.
- “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 for Office 365 SLA. While the Customer is receiving the Service under the Spanning Backup Agreement (“Agreement”), the Service will perform as described below in Sections 1. Service Availability Goal, and 2. 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. 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 for Office 365 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

## 2. 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 for Office 365 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, Microsoft Corporation and any Office 365 service; or (iii) that are attributable to or caused by any failure of the Internet or other telecommunications systems.