



Service Level Agreement

Sonian



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I. Definitions

1. "Downtime" is defined as the Customers inability to access their Sonian Archive through the web user interface where this "Downtime" is not the result of any of the SLA exclusions (See section titled "Service Level Conditions").
2. "Error Rate" means: (i) the total number of internal server errors returned by Sonian as error status "Internal Error" or "Service Unavailable" divided by (ii) the total number of requests during that five minute period (Sonian will calculate the Error Rate for each Sonian account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the SLA exclusions (See section titled "Service Level Conditions").
3. "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.

Example: Suppose 1,000 requests are made during a 5 minute interval and 800 fail, then the "Error Rate" for such 5 minute interval is equal to 80% (=800/1000). There are 8,640 5-minute intervals in a 30-day month. If there is 0% Error Rate in 8,620 intervals and an 80% Error Rate in 20 5-minute intervals, then the average Error Rate is calculated as follows:

$$(8620 * 0\% + 20 * 80\%) / 8640 = 0.185\%$$

This would mean that the "Monthly Uptime Percentage" for the foregoing example is 99.815% (=100% - 0.185%).

II. Service Commitment

Barracuda shall use commercially reasonable efforts to provide Sonian Archive with a Monthly Uptime Percentage of at least 99.9% of the time each calendar month, provided however that Downtime or outages related to an Service Level Conditions (as specified below) are not included within the scope of, and are excluded from, this availability commitment ("Uptime Commitment").

III. Credit Request Process and Service Credits.

Any service-impacting condition that you experience must be reported within twenty-four (24) hours to Barracuda Networks Support, and, if required by Barracuda, you must provide Barracuda Networks Support with access to your service account. For the purpose of calculating the amount of excess Downtime, over the relevant Uptime Commitment, the Downtime does not begin until you report the service-impacting condition to Barracuda Networks Support. In order to claim a refund, you must comply with the terms of this SLA and request such refund within ten (10) days after the end of the month in which the relevant Uptime Commitment was not met.

In case Barracuda does not meet the Uptime Commitment outlined above, the customer can request for a service credit, following the following schedule:

Service Availability Per Calendar Month	Credit of Fee for the Affected Month
< 99.9% but >= 99%	5%
< 99%	10 %

To receive a service credit, Customer must submit a credit request to Customer_services@Barracuda.com. A credit request will include details and dates of the relevant anomalies. To be eligible, the credit request must (i) include the customer account name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of suspected Downtime that you claim to have experienced; and (iii) include a description of the incident. If the Uptime Commitment applicable to the month of such request is confirmed by Sonian to be less than as defined in this SLA and the cause was not the result of a Service Level Condition (as defined below), then we will issue the service credit to you within one billing cycle following the month



in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a service credit. Subject to verification by Barracuda, Barracuda will apply the appropriate service credit and notify Customer accordingly. The credits set forth in the table above are applicable on a per incident basis. Notwithstanding the foregoing, Barracuda's maximum accumulative liability to Customer under this SLA in any calendar month shall be no more than 100% of the fees paid by Customer for the applicable month.

IV. Service Level Conditions

The Uptime Commitment and service credits shall not apply in the following circumstances:

- During any trial periods, periods of planned maintenance, periods of unavailability due to a force majeure event or Internet access or related problems beyond the demarcation point of the service.
- During periods of suspension or termination of service in accordance with the Product Terms located at <https://www.barracuda.com/legal/product-terms> (the "Agreement").
- Customer not using the services in accordance with the documentation (including the best practice implementation policies therein) as well as reasonable usage allowances. The reasonable usage limit for services which include archiving, journaling or SMS messaging is three times the typical average user (as per internal benchmarks).
- A denial of service attack from a third party or if Customer causes a denial of service attack to occur (or any similar event).
- Any unavailability or performance issues arising out of any actions or inactions of the Customer or any third party or that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Barracuda's sole and exclusive control).

V. Contacts

Customer will nominate specific people as support contacts ("Designated Contacts"), whose details will be registered with Barracuda. The Designated Contacts may be amended by Customer upon written notice to Barracuda. Customer is required to ensure that the Designated Contacts are and continue to be fully trained on all the licensed services using web-based training provided by Barracuda. Designated Contacts will perform the following:

- Carry out initial analysis and attempt to replicate the problem in an effort to resolve simple end user-type errors. They will coordinate the gathering of relevant information from the end-users, computer room operators, system managers in order to diagnose reported problems.
- Distinguish between normal and abnormal operation of the Services; accurately describe symptoms of repeatable problems.
- Notify Barracuda of problem situations using agreed procedures if the problem cannot be resolved after the initial analysis.

Barracuda will provide and maintain applicable contact information to enable Customer to contact the technical support team for the applicable region.