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PO Box 302379, North Harbour, Auckland 0751, New Zealand

LEGAL & POLICIES

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1. Introduction

This Service Level Agreement ("SLA") describes the service availability objectives, support responsibilities, maintenance practices and incident management processes applicable to services provided by Cloudtria Limited ("Cloudtria", "we", "us" or "our").

Our objective is to deliver reliable, secure and professionally managed technology services while providing clear expectations around service availability and support.

This SLA should be read alongside Cloudtria's Terms of Service, Acceptable Use Policy and any applicable product-specific service descriptions.

2. Scope

This SLA applies to Cloudtria-operated and supported services, which may include:

- Shared web hosting.
- Managed hosting services.
- Virtual private servers.
- Cloud infrastructure and computing services.
- DNS and domain-related services.
- Email and associated hosting services.
- Cybersecurity platforms and managed security services.
- Other services where an SLA is expressly included in the applicable service description or agreement.

Not all services carry the same availability commitments or support arrangements.

Where a product-specific SLA or contractual service commitment exists, that agreement takes precedence over the general provisions of this document for the relevant service.

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3. Service availability

Cloudtria aims to maintain the availability and reliability of its infrastructure and services.

Availability commitments, where offered, will be specified in the relevant product description, service order or separate written agreement.

Unless an explicit availability percentage is stated in the applicable service agreement, no specific uptime percentage or service credit entitlement is guaranteed under this general SLA.

3.1 Availability measurement

Where an availability commitment applies, service availability will generally be measured over a calendar month.

Availability is calculated using the following formula:

Availability (%) = ((Total Measurement Time - Qualifying Downtime) / Total Measurement Time) × 100

Qualifying downtime will be determined using Cloudtria's monitoring systems, operational records and other relevant technical evidence.

3.2 Service availability exclusions

The following events may be excluded from qualifying downtime:

- Scheduled maintenance announced in accordance with this SLA.
- Emergency maintenance required to protect infrastructure or customer environments.
- Outages caused by customer applications, configurations or systems.
- Customer actions or failure to maintain appropriate security controls.
- Issues caused by third-party services or infrastructure outside Cloudtria's reasonable control.
- Internet routing issues or failures outside Cloudtria's network.
- Distributed denial-of-service attacks or other malicious activity.
- Force majeure events.
- Suspensions or restrictions implemented in accordance with Cloudtria's policies or service agreements.

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Cloudtria will assess exclusions reasonably and in accordance with any applicable product-specific commitments.

4. Scheduled maintenance

Cloudtria may perform scheduled maintenance to maintain, upgrade, secure or improve its infrastructure and services.

Scheduled maintenance may include:

- Operating system and security patching.
- Hardware and infrastructure upgrades.
- Network maintenance.
- Software and platform updates.
- Database maintenance.
- Security improvements.
- Backup and disaster recovery testing.

Where reasonably practicable, customers will be notified of planned maintenance in advance through appropriate communication channels.

Maintenance notifications may be provided through email, the customer portal or Cloudtria's service status communications.

Cloudtria will endeavour to schedule maintenance to minimise customer disruption.

5. Emergency maintenance

Cloudtria may perform emergency maintenance without prior notice where necessary to:

- Address critical security vulnerabilities.
- Respond to active security incidents.
- Prevent infrastructure failure.

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- Protect customer data.
- Restore service availability.
- Maintain the integrity or security of systems and networks.

Where prior notification is not possible, Cloudtria will endeavour to provide an update as soon as reasonably practicable.

6. Support services

Cloudtria provides customer support through the support channels made available on its website and customer portal.

Support availability and response commitments may vary depending on the purchased product, support package and applicable service agreement.

Customers should provide sufficient information to allow Cloudtria to investigate reported issues.

This may include:

- A description of the issue.
- The affected service or domain.
- Relevant timestamps.
- Error messages or screenshots.
- Relevant logs or diagnostic information.
- Steps required to reproduce the issue.

Cloudtria may request additional information before commencing or continuing an investigation.

7. Incident classification

Cloudtria may classify incidents according to their operational impact and urgency.

Priority 1 – Critical

A critical incident involving a major service outage, significant infrastructure failure or security event affecting a

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substantial number of customers or critical services.

Examples include:

- Complete outage of a critical Cloudtria-operated platform.
- Significant infrastructure or network failure.
- Confirmed security compromise affecting multiple customers.
- Critical service disruption with no reasonable workaround.

Priority 2 – High

A significant service degradation or failure affecting an individual customer or important service functionality.

Examples include:

- Major application or hosting functionality unavailable.
- Significant performance degradation.
- Failure of an important service component.
- Security incidents requiring urgent investigation.

Priority 3 – Medium

An issue affecting non-critical functionality where a workaround may be available.

Examples include:

- Partial service degradation.
- Configuration issues.
- Intermittent functionality problems.
- Non-critical application or platform errors.

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Priority 4 – Low

General enquiries, service requests, minor configuration assistance and informational requests.

Examples include:

- General technical questions.
- Account administration.
- Routine configuration requests.
- Product information and guidance.

Incident classifications may be adjusted as further information becomes available.

8. Incident response and communication

Cloudtria will make reasonable efforts to investigate reported incidents and provide appropriate updates.

The response and resolution timeframes depend on the nature of the incident, its severity, available information and the applicable support arrangement.

Initial acknowledgement does not constitute a guarantee that an incident will be resolved within a particular timeframe.

Where significant service disruption occurs, Cloudtria may provide updates through its service status channels or customer communications.

9. Backups and data protection

Backup arrangements vary according to the service purchased.

Where backup functionality is included, the applicable backup frequency, retention period and restoration options will be described in the relevant product documentation.

Customers remain responsible for maintaining independent backups of important business data, applications and configurations.

Cloudtria does not guarantee that every customer data recovery request will be successful.

10. Service credits

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Where a product-specific SLA provides an availability guarantee and associated service credits, customers may be eligible to request credits if the applicable service commitment is not met.

Unless otherwise stated in a product-specific agreement:

- Service credits are not automatically applied.
- Requests must identify the affected service and relevant period.
- Cloudtria may request supporting information.
- Approved credits will generally be applied to future service invoices.
- Service credits are not redeemable for cash.
- Service credits do not apply to excluded downtime.

Any applicable service credit calculation, maximum credit and claim submission deadline will be defined in the relevant product-specific SLA.

This general SLA does not create a universal service credit entitlement.

11. Customer responsibilities

Customers are responsible for:

- Maintaining secure access to their accounts and systems.
- Keeping applications and operating systems appropriately maintained.
- Ensuring that their applications and configurations are compatible with the purchased service.
- Maintaining appropriate backups.
- Reporting suspected service interruptions or security incidents promptly.
- Cooperating with Cloudtria during incident investigations.
- Complying with Cloudtria's Acceptable Use Policy and Terms of Service.

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Cloudtria may be unable to provide support for issues caused by unsupported applications, customer-managed configurations or third-party software outside the agreed service scope.

12. Third-party infrastructure and dependencies

Cloudtria may rely on external data centres, cloud infrastructure providers, telecommunications operators, software vendors and other service providers.

Availability of services dependent on these providers may be affected by events outside Cloudtria's direct control.

Where an upstream provider experiences an outage or service disruption, Cloudtria will make reasonable efforts to communicate relevant information and coordinate remediation where appropriate.

Third-party provider service levels do not automatically constitute guarantees made by Cloudtria to its customers.

13. SLA limitations

This SLA describes service objectives and operational commitments only to the extent expressly applicable to the purchased service.

Nothing in this SLA excludes rights or remedies that cannot lawfully be excluded under applicable law.

Any limitation of liability or contractual exclusion will be governed by the applicable Terms of Service and relevant legislation.

14. Changes to this SLA

Cloudtria may update this SLA from time to time to reflect changes in infrastructure, services, operational practices or support arrangements.

Updated versions will be published on our website with a revised effective date.

Any specific contractual commitments remain subject to the relevant service agreement.

15. Contact information

For service-related enquiries or incident reporting, please contact Cloudtria through the customer portal.

Cloudtria Limited

Website: https://www.cloudtria.com