

# Cloud Direct: Access, Backup and Collaboration Service Level Agreement

Revision 2.0









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## 1 What is Cloud Direct: Access, Backup and Collaboration?

Cloud Direct: Access, Backup and Collaboration, also known as Cloud Direct: ABC is a collaboration and backup tool. Cloud Direct: ABC provides continuous, internet-based, collaborative sharing and backup of customer-selected data with the ability to restore or recover that data on demand. An Agent is installed on your computer or server, which copies your selected files to mirrored, secured designated locations in the Cloud. This enables files to be:

- Immediately available for sharing, editing, printing, faxing or restoring anywhere there's an Internet connection.
- Viewed or shared from many mobile devices and tablets (Android, iOS, Blackberry, Windows Phone) - even large files, such as videos and images.
- Organised into projects for private viewing or editing by assigned team members or clients for greater productivity.

The Agent will show the status of recent backup and restore jobs, and permit the set-up and modification of collaborative features such as shared Project areas (with optional password protection). A "use-anywhere" web-based interface provides additional features including remote access to your cloud-based information and even remote access to files on your protected computer(s) if they are online. Cloud Direct: ABC Workplace folder is a folder that is found on the local drive of the computer that contains the synchronised folder and files from the associated Cloud Direct: ABC account.

Information stored elsewhere on your network (such as permanently connected Network Attached Storage or USB drives) can be included in the service. Internet bandwidth can be throttled to protect daytime internet usage, minimising impact on users during high-priority times.

Data protected under this service is encrypted (256-bit SSL) during transit to and from the datacentres and during its storage there.

The Cloud Direct: ABC services covered by this Service Level Agreement are:

- Cloud Direct: ABC
- Cloud Direct: ABC Pro
- Cloud Direct: ABC Pro Plus
- Cloud Direct: ABC Enterprise

# 2 What is a Service Level Agreement (SLA)?

An SLA is a legally binding commitment to achieve a specific level of service. If this target is not achieved, the service provider will commit to compensating the customer based on previously established penalties. Consequently, a vendor willing to commit to an SLA is confident in the ability of the service and therefore creates customer reassurance.

Cloud Direct views an SLA as a two-way agreement in which you the Customer also acknowledge your responsibilities to ensure the smooth operation of the supplied Service.

In the critical area of electronic communications and flexible office productivity tools it is important that business users have a robust, cost-effective and above all, consistent level of service and performance.







## 3 What is behind Cloud Direct's SLA?

'Cloud Direct' is the trading name for On Direct Business Services Ltd. Specialising in file sharing and collaboration solutions, Cloud Direct are a leading provider of cloud services including backup and disaster recovery, collaboration and protection tools, communication services including broadband and leased lines, VoIP telephony / unified communication solutions, and a range of hosted server and desktop platforms. Cloud Direct holds ISO27001 (IT Security Techniques) and ISO20000 (IT Service Management) accreditations for the provision and support of Cloud IT backup, security and disaster recovery services.

# 4 What is offered by Cloud Direct's SLA?

Cloud Direct is committed to providing exceptional customer service at every opportunity and our key customer satisfaction measure is Net Promoter Score (www.netpromoter.com). Some aspects of the supplied service such as a high level of system availability should be taken as read. Our Service Team will endeavour to provide you with that 'extra mile' of service that, whilst not contractual, is what we believe you deserve.

The following sections describe our service level commitments and should be read in conjunction with our published Terms and Conditions (see www.clouddirect.net/legal for the latest version). This SLA may also be varied from time to time.

If you have any comments or observations about our performance and the service we provide you should contact our Head of Operations, Mark Gold on o8oo o789 438 or email mark.gold@clouddirect.net.

# 5 Service Continuity and Data Location

With Cloud Direct: ABC, you get peace of mind knowing that your data and services are available and regularly backed up. Cloud Direct: ABC provides the following features:

- Guaranteed 99.9% uptime, financially backed SLA, so you can count on your services being available.
- Two geo-redundant data centres within the European Union (separate locations within Demark), these datacentres are monitored 24/7.
- Functionality and data redundancy:
  - Content is copied from a primary data centre to a secondary data centre so replication is constant.
  - Within the datacentre servers, hard disks are grouped to meet RAID 6 levels. This provides extra levels of redundancy as it can handle up to two disk failures within a single server.
  - During the transfer and storage of data in the datacentres, all files are secured using 256-bit AES encryption.

# 6 Scope of Supply

Please make reference to your Sales Agreement for details of your specific purchased services. All of our Cloud Direct: ABC products come with 24/7 support via telephone, email, LiveChat and form submission through our customer PROVIDE™ portal. For more information on our support service and how to contact them, please read our Support Agreement.







Once a Sales Agreement has been signed we will provision your company an account. This will generate an administrator logon that will enable a member of your company to setup other users, assign storage quotas and other aspects based on your chosen Cloud Direct: ABC package. Through this service you have access to Cloud Direct: ABC online, downloadable agents for your desktops, laptops, servers and applications for your mobile devices and tablets.

Internet-based data transmission, sharing and recovery will depend on many factors including your connection speed and quality, local internet usage, the rate of data change, and total Gigabytes involved. You must ensure that you have the necessary internet bandwidth and each device has enough processing power and disk space to manage the amount of data and data changes involved. It is especially important to consider to operational impact on your business' internet bandwidth when you have multiple users with multiple devices syncing over the same internet connection. Cloud Direct recommend a minimum upload performance of 300kbps. Each installation can be set to share the internet bandwidth throughout the day and night and a bandwidth throttle (speed control) can be defined.

The large amounts of data in use today can make for lengthy initial upload periods. You should consider the first upload and implement a suitable upload strategy – typically starting with your most important files first and gradually adding more data over several days. You can assume an upload speed of approximately 2GB per day for each 256kbps of your available upload bandwidth. Extended internet or network interruptions can force the retransmission of files thereby delaying the initial backup. If you would like any assistance in forming an upload strategy, please contact the Cloud Direct Support Team.

Project folders permit local, offline and remote file creation plus the ability to update files using your applications like Microsoft Word. You can access the files from the web or from any connected device, even share across Macs and PCs. When team members collaborate on Projects, changes are automatically synchronised to all connected devices and the web portal. Project owners have control over who accesses files and whether a user can read, write or reshare files and projects. A web link (with optional password protection) is used to share files and projects with external users. Additional folders can be created and added as required.

It is possible to access your protected data via the web portal <u>https://one.clouddirect.net/</u>. From this portal, it is possible to manage key aspects of your account and also to access and recover protected files to a separate machine or device. Applications are available for iOS, Android, Blackberry and Windows Phone devices for reviewing collaboration documents. Visit the respective App Markets for downloads.

Data is retained for 6 months as follows:

- For the first 24 hours a version will be kept up to every hour
- For the first week a version will be kept every 24 hours
- For the first month a version will be kept every week
- The rest of the 6 month period a version will be kept every month.
- Files you delete or deselect from your backup set are retained at the data centres for 6 months.

Following expiration, data will be securely deleted and no longer available to you.

The Agent installed on any type of device scans for file changes continuously. As files may be open or in use at various times the Service uses a range of mechanisms to produce backup copies for sending to the datacentres. To prevent over-usage of internet bandwidth, large files (>500MB) are backed up on a cycle based on 500MB per day. For example, a 1GB file will be backed up every other day. Smaller files will be backed up more regularly (with hourly versions retained for first 24 hrs).

Cloud Direct: ABC comes in a variety of base packages: Cloud Direct: ABC comes with 3 users, 2 connections and 25GB of storage. Cloud Direct: ABC Pro includes 5 users, 20 connections and 100GB of storage. Cloud







Direct: ABC Pro Plus comes 5 users, 3 connections and 1TB of storage. Cloud Direct: ABC Enterprise includes 10 users, 3 connections and 5TB of storage. With Cloud Direct: ABC Pro, Pro Plus and Enterprise you are able to add users, connections and storage. All packages except of Cloud Direct: Enterprise are upgradeable to a higher package. To discuss adding to your existing package or upgrading to another please contact the Cloud Direct Sales team on o800 o789 437.

Members: Members (also called users) are people you work with internally at your company. Members can access, edit and create Projects. Each Member has a storage quota controlled by the Team administrator. Connections: Connections allow collaboration with guests who are people you work with outside your company, typically clients, partners and suppliers. Your Guests can access Projects created by Members but they cannot create their own Projects. Guests do not have their own storage quota. Devices: The Service can be installed on any number of devices per user with the appropriate storage quota being shared across. Your storage quota takes into account you're backed up files as well as your project content. Public Links: Can be sent to third-parties permitting them to access shared files and upload new documents. There are no limits to the number of Public Links that can be used.

If the Service Agent has been disconnected from the data centres for 7 days the service will send you a reminder email that the computer is no longer covered by automatic backup and will continue to do so until backup is resumed or you turn off the reminder. For this reason it is important that you ensure you have the correct email address stored in the Service. You will not receive email reminders if the collaboration service has not synchronised bur desktop notifications will show; the Cloud Direct: ABC icon in your notification area on your taskbar will show red and a synchronised status is available from the Devices Dashboard on the web portal.

# 7 Scope of Support

Cloud Direct are pleased to provide support for technical issues and troubleshooting. This is where the product or service itself, or individual or multiple features can be demonstrated as not operating correctly, or where users are unable to access the services through approved platforms. Furthermore, Cloud Direct will assist with a range of administrative functions and activities that typically require an experienced administrative user.

As examples, we have provided some typical supported and unsupported scenarios.

#### 7.1 Examples of Supported Scenarios

Examples of typically supported scenarios are:

- Agent connection and synchronisation issues.<sup>1</sup>
- User account recovery
- Login portal not active
- Investigating and addressing an instance of a service outage
- Data recovery





<sup>&</sup>lt;sup>1</sup> Excluding issues associated with internet access, other network problems or device issues affecting Cloud Direct: ABC performance where those services have not been provided by Cloud Direct.



#### 7.2 Examples of Unsupported Scenarios

We will always endeavour to go the extra mile for our customers where we have the resources to do so. Our support philosophy is to resolve issues with a feature or function that is not operating correctly within its definition, as opposed to providing user training and support for working features. To help with some common questions and issues seen we have an FAQ and user guide available on our website at <a href="http://www.clouddirect.net/abcquickstart">http://www.clouddirect.net/abcquickstart</a>.

Examples of typically unsupported scenarios are:

- Installation of agent software unless there is an issue.
- General desktop application or operating system support not relating specifically to the Cloud Direct: ABC software. E.g. Use of features within Office applications.
- Support for any connectivity or networking problems (e.g. internet / router / firewall access) where those services are not purchased through Cloud Direct.
- Training new users on basic features of the software. E.g. how to use shared projects. (Documentation is provided at the above web link).

### 8 Support Case Prioritisation

As outlined in the Cloud Direct Support Agreement, issues reported to us by customers are categorised into one of four levels: Standard, Moderate, High and Critical. We will assess and agree with you the criticality and impact of the issue on your business and assign an appropriate issue level, please see the below examples as indicators of how we will categorise your Cloud Direct: ABC issue if one should arise:

Standard	- An issue that does not interfere with your business such as a request for a repeat invoice or support on how to do something relating to your Cloud Direct: ABC service.
Moderate	- An issue such as degraded service performance where the service remains operational but at a reduced level.
High	- An issue that results in an interruption to the service such as an inability to synchronise files to the service or failed backup.
Critical <sup>2</sup>	- An issue where all users are unable to access the critical Cloud Direct: ABC services such as total synchronisation failure across the company– you must make us aware of any such critical situation by phone to avoid delays.

## 9 Our Responsibilities

To provide you with an enterprise-class backup and collaboration service and the highest level of customer service, as described in this SLA and your contract with us, we commit to:

• Contact you once the service is installed you to check you are happy with the service and all is working well. We refer to this process as 'On-Boarding'.





<sup>&</sup>lt;sup>2</sup> Excluding issues associated with Internet access, other network problems or device issues where those services have not been provided by Cloud Direct.



- Support you, at your request, with the selection of your protected data but the ultimate responsibility for data selection resides with you at all times.
- Provide free of charge updates to the service at regular intervals and inform you of specific requirements for upgrades.
- Maintain your data in a secure manner and will not provide access to your data without appropriate security checks being completed. If we are not convinced of a caller's right to access your account we will seek further clarification from a senior representative from your company.
- Help you with the re-installation of purchased products (eg. PC and Phone) and the reintegration of your data into your company systems if you suffer a device failure but our responsibility ends with actions directly pertaining to the products purchased from us and the scope of supply and support.
- Contact you at least once a year to seek your customer Net Promoter (satisfaction) Score and any feedback you may have. We will act on your feedback.
- Make your departure, should you choose to leave Cloud Direct, as smooth as possible and continue to support you until the end of the contracted term and assist where possible with account closure.

### 10 Your Responsibilities

To ensure we can effectively deliver your service we require your cooperation in the following areas:

- Before signing our Service Agreement you will check your equipment and operating system environment against the service minimum requirements.
- You are responsible providing a stable computer environment on which the service is installed and which meets the system operating requirements including sufficient internet bandwidth and latency performance. Before installation (and any upgrades) you will refer to any Installation, Release Notes and associated service documentation provided by Cloud Direct.
- Service performance can be directly influenced by your internet bandwidth and latency. Service performance issues are normally the result of internet service interruptions and you should check this before contacting us.
- Dependent upon your connection type you may be charged by your ISP (including additional mobile charges) based on your usage of this Service. You are responsible for all associated data transmission or receipt costs. Care is advised when using roaming 3G/4G mobile services.
- You are responsible for ensuring that all the data you wish to be shared or protected has been selected for inclusion in the service. You will undertake regular checks that all your required data is being protected and available for recovery. On a regular basis you should also ensure that you can both complete a full backup, and restore files from that backup in order to ensure your intended data is protected. You will inform the Cloud Direct Support Team of any issues encountered.
- If you intend to select any databases or Microsoft PST files for backup and synchronisation then you agree and understand that in order for them to be handled correctly, directions from the manufacturer on backing up the relevant file type must be followed. You must also take into account the impact of file size on the regularity of backup.
- Cloud Direct do not advise the backup of files stored on a temporarily connected USB disk drives. If a drive becomes disconnected for any reason, the files are treated as deleted, and will be removed from your protected data at the data centre following the retention rules shown above.
- In the event of data recovery using the service, you must have access to the appropriate level of technical knowledge to rebuild your data into your systems (if you do not have this skill yourself, you should use an IT partner or IT support company).
- To ensure your use of the Service does not affect the operation of the overall service platform. In the event that your usage is adversely affecting the overall platform, it may be suspended or terminated







without liability to Cloud Direct upon prior written notice (or immediately without notice in the event of a technical emergency).

• You will notify us of your desire to cancel the service, giving the appropriate notice, as described in our Terms and Conditions.

Please refer to our full Terms and Conditions at <u>http://www.clouddirect.net/legal</u> for a complete breakdown of both your and our contractual responsibilities.

# **11** Service Availability and Financial Claims

We commit to our customers that the Cloud Direct: ABC services will have an uptime of 99.9 % and above (excluding planned maintenance). This is worked out over a month. To calculate the uptime of a service use the following formula:

Total number of minutes in a month – Minutes Downtime

X 100

Total number of minutes in a month

Service Downtime is measured from the time a case is raised with us, by you, until the Cloud Direct: ABC service is restored<sup>3</sup>.

Any rebate will be pro-rata based on the number of affected users.

This SLA does not apply to any performance or availability issues in conjunction with:

- Factors outside of our control.
- As a result of your, or third party services, hardware or software.
- Your use of the service after you were advised, by us, to modify your use and did not do so
- Being on a trial of the service.
- An unauthorised action or inaction by you or your employees, agents, contractors, vendors or anyone gaining access to the Cloud Direct: ABC network through your passwords or equipment.
- Your failure to adhere to any required configurations, supported platforms and outlined policies for acceptable use. This includes any changes made during the service such as changing your operating system.
- Reserved licences which have not been paid for at the time of the downtime.

If the uptime falls below 99.9% for any given month, you may be eligible for the following rebate:

Online service availability in a given month (excluding planned maintenance)	Rebate (% of per affected User monthly recurring charge)
Less than 99.9% and greater than or equal to 98.0%	10%
Less than 98.0% and greater than or equal to 95.0%	20%
Less than 95.0%	30%





<sup>&</sup>lt;sup>3</sup> An outage is defined user(s) being unable to access the service by any of the standard methods (e.g. web browser).



If you wish to make a claim for non-conformance against this SLA you should do so in writing to <u>support@clouddirect.net</u> citing your reasons in full, the duration of the downtime, the number of users affected and relevant Cloud Direct Support Case numbers within 10 calendar days of the online service interruption.

Our Directors will review any incident raised by evaluating all the information reasonably available to them and make a good faith judgment on whether a Rebate is owed. You must be in compliance with our contractual agreement and this SLA in order to be eligible for a Rebate. If we determine that a Rebate is owed to you, we will apply the Rebate to your next invoice; you may not offset the Rebate yourself from any payments owed. If you receive an SLA Rebate this is your sole and exclusive remedy for any performance or availability issues for any Cloud Direct: ABC service covered by this SLA.



