

Appendix: Service Level

I. Definitions

For the purposes of this Service Level Appendix, the following definitions shall apply:

1. **'Workload'** means active computing, storage, networking or other service resources of the Customer made available within the Service and used for data processing, data storage, communications, or other production activities.
2. **'Management API'** means the Customer Account, web portal, API endpoints, orchestration interfaces, and other control plane components enabling the Customer to create, configure, view, modify, or delete a Workload.
3. **'Service Availability'**, for the purposes of this Service Level Appendix, means the availability of the Workload for its intended operational use and does not include temporary limitations or interruptions affecting solely the Management API, unless expressly stated otherwise.

II. General

1. This Service Level Appendix, together with the CloudFerro General Terms of Service, the Detailed Terms of Service, and the Services Agreement, constitutes an integral part of the contractual framework governing the relationship between the Customer and CloudFerro in connection with the provision of Services by CloudFerro to the Customer. Any capitalized terms not defined herein shall have the meanings assigned to them in the CloudFerro General Terms of Service.
2. CloudFerro shall exercise due care to ensure Service Availability at a level not lower than that specified in this Service Level Appendix.
3. Subject to the terms and conditions set out in the CloudFerro General Terms of Service and this Service Level Appendix, CloudFerro shall be liable for any failure to ensure Service Availability, irrespective of fault on the part of CloudFerro, lasting for more than fifteen (15) consecutive minutes (a **'Service Availability Interruption'**). CloudFerro's liability for a Service Availability Interruption shall not apply to any limitation of Service Availability resulting from a Maintenance Downtime.
4. CloudFerro and the Customer may agree that CloudFerro shall compensate the Customer for damages resulting from a Service Availability Interruption by granting the Customer a specified amount of Billing Units corresponding to the damage incurred by the Customer. Such compensation shall constitute a unilateral remedy granted by CloudFerro and shall not be considered a post-transaction discount (i.e., a reduction of remuneration already paid).
5. For the purposes of this Appendix, a distinction is made between the following Service components:



1. **'Management Plane' / 'Management API' / 'Customer Account API'** – including, in particular, the Customer account, portal, API endpoints, and interfaces used for resource management;
2. **'Data Plane' / 'Service Runtime' / 'Workload'** – including active computing, storage, networking, and other resources used by the Customer for production processing.
6. Temporary unavailability of components belonging to the Management Plane shall not constitute a lack of Service Availability provided that the Workload remains available and capable of being used for its intended purpose. In particular, unavailability of the Management Plane (including the Management API or Customer Account API) lasting less than one (1) minute:
 - 1) shall not constitute a breach of the Service Availability commitment (SLA);
 - 2) shall not constitute an event entitling the Customer to compensation;
 - 3) shall not be taken into account when calculating Service Availability;
 - 4) shall not result in the granting of Billing Units or any reduction in fees, billing limits, or estimated total consumption or any applicable billing limit.
7. In the event that CloudFerro fails to ensure Service Availability within the Data Plane (Workload) for a period exceeding one (1) minute (a **'Service Outage'**), CloudFerro shall grant the Customer compensation in the form of Billing Units in accordance with the terms set out in this Appendix.
8. In the event of a Service Outage referred to above, the liability rules applicable to a Service Access Interruption shall not apply unless the Parties expressly agree otherwise.
9. CloudFerro shall be entitled, upon giving Customers at least five (5) days' prior notice, to introduce a Scheduled Maintenance Downtime. During a Scheduled Maintenance Downtime, CloudFerro shall be entitled to perform necessary maintenance works required to ensure functionality or introduce new Services. Only the period during which access to the Services is unavailable or restricted shall be regarded as a Scheduled Maintenance Downtime.

III. **Guaranteed Service Level**

1. Services Availability in a given month is set using the following formula:

$$MK - ZP - AU$$

$$D = \text{-----}$$

$$MK - ZP$$

where:



D - is Services Availability

MK – is the total time in the given calendar month

ZP – is the total time of Scheduled Maintenance Downtime

AU – is the total time of Service Failure

2. CloudFerro shall ensure Service Availability of no less than 99.9% on a monthly basis.
3. Subject to Section V below, in the event of any Service Outage, the Customer shall be entitled to receive from CloudFerro Billing Units with a value equal to 300% of the price of the Service whose availability was disrupted as a result of the Service Outage. The value of the Billing Units granted to the Customer shall be calculated proportionally to the duration for which the Service Outage resulted in the unavailability of the Service within the total time in a given calendar month.
4. If the Service Availability in a given calendar month falls below:
 - 1) 99.9% but not less than 97.5% – the Customer shall receive Billing Units corresponding to the price of the Service for a period of 5 days;
 - 2) 97.5% but not less than 95% – the Customer shall receive Billing Units corresponding to the price of the Service for a period of 10 days;
 - 3) 95% – the Customer shall receive Billing Units corresponding to the price of the Service for a period of 20 days.
5. Billing Units shall be granted only to a Customer who complies with the provisions of the Services Agreement, in particular who is not in arrears with payments of remuneration due to CloudFerro.
6. The maximum value of Billing Units granted to the Customer under this Service Level Appendix for a Service Outage or a Service Availability Interruption shall not exceed three times the monthly fee for the provision of the Service in a given calendar year.

IV. Failure reporting

1. In the event that the Customer identifies any malfunction of the Service, the Customer shall promptly notify CloudFerro thereof by sending an email to SLA@cloudferro.com, indicating the limitations or lack of functionality of the relevant Service.
2. Upon receipt of a notification of a Service malfunction, CloudFerro shall carry out diagnostics in order to determine the cause of the malfunction and establish whether a Service Outage or a Service Availability Interruption has occurred. CloudFerro shall promptly inform the Customer of the cause of the malfunction and the manner of its remediation.
3. CloudFerro shall use all reasonable efforts to remedy the Service Outage or the cause of the Service Availability Interruption as quickly as possible.



V. Exclusions

1. The Customer shall not be entitled to receive Billing Units in the event of a Service Outage which does not result in the Service Availability falling in a given calendar month below the level guaranteed by CloudFerro under this Service Level Appendix, or where such Service Outage or Service Availability Interruption is caused by or related to:
 - 1) circumstances beyond CloudFerro's reasonable control, in particular acts of public authorities, war, uprising, sabotage, embargo, fire, flood, strikes, or other circumstances disrupting CloudFerro's operations, unavailability or delays in services provided by third parties to the Customer or to CloudFerro, defects in software provided by third parties, or cyberattacks (including DDoS attacks);
 - 2) failure or malfunction of equipment controlled by the Customer;
 - 3) any act or omission of the Customer or persons acting on its behalf, or use of the Services in breach of the Agreement;
 - 4) malfunction of CloudFerro's metering system, provided that such malfunction is not related to an actual Service Outage experienced by the Customer.
2. Responses indicating quota exhaustion, concurrency limitations, request throttling, enforcement of fair-use policies, or other capacity control mechanisms, including in particular HTTP status code 429 ('**Too Many Requests**' / '**Limit Exceeded**'), shall not constitute a Service Availability Interruption, a Service Outage, or a breach of the Service Availability guarantee, to the extent that such responses result from the Customer exceeding applicable technical, contractual, or fair-use limits.
3. In addition, the following shall not be considered a Service Outage, a Service Availability Interruption, or a breach of the SLA:
 - 1) a single, transient transmission or communication error;
 - 2) a situation where a given operation completes successfully after automatic or manual retransmission;
 - 3) short-term transmission, network, or protocol errors that do not result in a permanent unavailability of the Workload or prevent its operational use for its intended purpose;
 - 4) transient incidents that do not have a measurable impact on Service Availability within the meaning of this Service Level Appendix.

This Service Level Appendix entered into force on 25 December 2015. The latest update to this Service Level Appendix took place on 18 May 2026.