SOFTWAREGURU.CLOUD
Virtual World Solutions

Service Level Agreements

I.   SERVICE LEVELS POLICY

1. Overview.

The purpose of this Service Level Policy is to set forth the service levels at which Software Guru is to provide certain Services to Customer. Customer agrees that the remedies set out herein are the sole and exclusive remedy for Software Guru's failure to meet a Service Level Guarantee. This Service Levels Policy applies only while Customer accounts are in good standing.

2. Definitions.

"Service Level Agreement" or "SLA" means, with respect to a specific Service, a level of performance at which Software Guru is contractually obligated to deliver the Service to Customer and which, depending on the specific Service ordered, is established with reference to one or more of the following metrics:

- Hypervisor SLA
- Storage SLA
- Network Services SLA

3.   Hypervisor SLA

SLA for Hypervisor Uptime is 99.9%.

This SLA applies to the availability of the actual hypervisor, Software Guru vRun Equipment, software and Software Guru management portal (Global Management Console) to Customer. Customer remains solely responsible for Virtual Machine OS (Guest OS) and all applications running inside Virtual Machine. Any Service interruption that results from a hypervisor, Software Guru equipment, software or Software Guru Global Management Console downtime and lasts 44 minutes in any calendar month is a 'Hypervisor Event' constituting a failure to achieve this Hypervisor SLA. Calculations based on average of 730 hours per month.

4.   Storage SLA

SLA for Storage Uptime is 99.9%.

This SLA applies to the availability of data and boot volumes stored on the Software Guru Shared Storage Cluster. Any Service interruption that results from Storage Cluster Unavailability and lasts 44 minutes in any calendar month is a 'Storage Event' constituting a failure to achieve this Storage SLA. Calculations based on average of 730 hours per month.

5.   Network Services SLA

Software Guru guarantees that within each calendar month, there shall not be a sustained packet loss of greater than 25% for more than 40 minutes. Any Service interruption that results from a packet loss greater than 25% for more than 40 minutes in any calendar month is a 'Network Event' constituting a failure to achieve this Network Services SLA. SLA for Network Services is measured via bit rates that are sampled at the IP level every five

minutes during the billing period. Samples are taken at one IP Address per server. Verification occurs one minute after an initial alarm.

6. Credit Requests.

Within 10 business days of the end of the month in which the customer issues a Credit request concerning a Hypervisor, Storage or Network Event, Customer shall be entitled to request a reduction of 10% of the monthly recurring fee payable for Services for each such Event that occurred in a given month, up to a maximum 30% within a given month. Upon receipt of Customer's request for such credit, Software Guru shall apply such credit against any amounts payable by Customer under the Customer Agreement in respect of Services delivered by Software Guru in respect of the following calendar month. Any credits to which Customer is entitled resulting from Software Guru's failure to meet its SLA in the last calendar month during the term of the Customer Contract shall be paid out to Customer by Software Guru within 30 Business Days of the last day of the Term.

7. SLA Exclusions.

The following periods of time represent exclusions from the SLA:

- Periods of scheduled and emergency maintenance :
    - o Standard Maintenance Windows are Sunday and Wednesday 1:00 am 5:00 am local data center time (Eastern US).
    - o Emergency Maintenance Software Guru reserves the right to schedule Emergency Maintenance when deemed necessary in its sole discretion.
- Periods of downtime due to Customer directed and requested work.
- Individual server or network component outages that do not impact the overall availability of the Service due to redundancy in the design.
- Evaluation or approval of new software or hardware for use within Software Guru Partner data centre. This includes systems developed outside of Software Guru such as third-party systems or systems developed by Customer.
- an outage that is due to a DOS (Denial of Service) attack , worm or virus infection or acts of God
- an outage that is due to Customer application errors or due to inst ructions by Customer

The above listing of exclusions is for illustrative purposes only and is not, therefore, an exhaustive or complete list. Software Guru will investigate any report it may receive from Customer with respect to any Hypervisor Event, Network Event, or Storage Event and will use reasonable commercial efforts to remedy any Hypervisor Event, Network Event, or Storage Event for which it is responsible under this Service Levels Agreement. If Software Guru acting reasonably determines that the Hypervisor Event, Network Event, or Storage Event has been caused by factors outside the scope of its obligations under this Service Levels Policy, Software Guru shall be relieved of its obligations with respect to issuing credits hereunder and shall notify Customer of its determination.