Vorboss G-Cloud Service Definition Document

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About Vorboss

Vorboss has been providing mission-critical enterprise cloud services for over 10 years.

The Vorboss network spans over 14 datacentres in the UK, the Netherlands, Germany, France and the United States. Network operations are run from the Central London office, providing 24-hour coverage of the entire service portfolio.

This diverse physical infrastructure presence enables extremely flexible solution design, including exceptionally resilient multi-continent disaster-recovery solutions.

Vorboss has positioned itself as a managed service provider for clients that demand high levels of performance and resilience, with key clients within the technology, pharmaceutical, financial and e-commerce sectors.

With availability and reliability being key concerns for its customers, Vorboss prides itself on meeting the client's technical needs, rather than selling from a list of pre-defined products. By using this approach, Vorboss has successfully managed to create long-lasting customer partnerships.

Platform Overview

Vorboss provides a highly-available, secure and geographically diverse platform for your cloud workloads. All services are provided in datacentres with N+1 (redundant) power, N+1 fire suppression and cooling. Physical site security is at a minimum of 24x7 on-site with multiple zone access controls and full CCTV coverage.

The datacentres are interconnected using a fully redundant diverse fibre network spanning two continents, with a minimum of 10Gbps connectivity on each link.

Customers can elect to use a variety of facilities on our network. This means that cloud workloads can be flexibly-placed in a facility that meets your requirements for security, resilience and geographical diversity.

Vorboss also offers a number of datacentre sites that are in or proximal to Central London, providing the ultimate in low-latency services to customers within Greater London and the City. Coupled with Vorboss End-User Networking, Vorboss can provide a fully-redundant, managed fibre solution to connect your offices directly to the Vorboss Cloud.

The Vorboss Network

The Vorboss Network provides for redundant, minimum 10Gbps client interconnects between all Vorboss datacentre locations.

This is a Vorboss-owned MPLS core network with multiple diverse core routers in every location (N+1 throughout).

Vorboss is a RIPE registered Local Internet Registry and UK ISP, with over 700 interconnections with other global networks.

Services can be provided in a flexible, portable, secure and highly customised fashion overlaid on the core network, with the added benefit of numerous inter-connect options for Vorboss customers to their offices and other cloud providers.

Vorboss operates an open peering policy with other networks. This enables easier cloud on-boarding and excellent interoperability with your existing cloud or hosting solutions as they can be directly connected to the Vorboss Cloud platform.

Cloud Infrastructure Services

Vorboss Assured Cloud Compute

Service Description

Vorboss Assured Cloud Compute provides high-reliability cloud hosting with end-to-end support and 99.99% SLA. This is perfect where availability, connectivity and support are key considerations. Assured Cloud Compute can be deployed on shared or Buyer-dedicated hardware over secured public internet links or dedicated fibre connectivity (Vorboss Managed Networking).

Service Features and Benefits

- Flexible resource-based pricing, allowing Buyers to scale up or scale back as required.
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Provides the agility Buyers need to deploy, change and remove compute without delay or capital expenditure.
- Pre-deployment advice and guidance.
- Provides a consistent infrastructure layer, allowing Buyers to focus on their application layer.
- Allocation of workloads to datacentres based on performance and Buyer preferences.
- Wide range of Windows and Linux operating systems available at no additional cost.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Assured Cloud Compute:

- The Service and pricing does not include application software licences except where expressly stated. Vorboss can provide application licences for Microsoft software at an additional cost.
- Management and security patching of the Buyer's operating system, unless the optional Vorboss OS Patching Service is requested.
- Backup and disaster recovery of the virtual servers, unless the Vorboss Backup Archival Disaster Recovery Service is requested.
- System design and architecture, unless provided as Vorboss Cloud Support.

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.
- New compute deployments are provided within Business Hours unless 24 hours' notice is given.

Vorboss Assured Container Hosting

Service Description

Vorboss Assured Container Hosting provides high-reliability container hosting with end-to-end support and 99.99% SLA. This is perfect where availability, connectivity and support are key considerations for your Docker or other containerised application. This can be deployed on shared or Buyer-dedicated hardware over secured internet links or dedicated fibre connectivity.

Service Features and Benefits

- Flexible resource-based pricing, allowing Buyers to scale up or scale back as required.
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Provides the agility Buyers need to deploy, change and remove compute without delay or capital expenditure.
- Pre-deployment advice and guidance.
- Provides a consistent infrastructure layer, allowing Buyers to focus on their application layer.
- Allocation of workloads to datacentres based on performance and Buyer preferences.
- Wide range of Windows and Linux operating systems available at no additional cost.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Assured Cloud Compute:

- The Service and pricing does not include application software licences except where expressly stated. Vorboss can provide application licences for Microsoft software at an additional cost.

- Management and security patching of the Buyer's operating system, unless the optional Vorboss OS Patching Service is requested.

- Backup and disaster recovery of the virtual servers, unless the Vorboss Backup Archival Disaster Recovery Service is requested.

- System design and architecture, unless provided as Vorboss Cloud Support.

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

- New compute deployments are provided within Business Hours unless 24 hours' notice is given.

Vorboss Assured Block Storage

Service Description

Vorboss Assured Block Storage provides high-reliability cloud-connected block storage for your Compute. This service provides a secure, private area for your data that can be deployed on shared or Buyer-dedicated hardware and accessed over secured public internet links or dedicated fibre connectivity (Vorboss Managed Networking).

Service Features and Benefits

- Flexible resource-based pricing, allowing Buyers to scale up or scale back as required.
- Store files stored in a dedicated, secure area on Vorboss Cloud storage.
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below) to ensure high-speed, reliable data transfer speed.
- Provides the agility Buyers need to deploy, change and remove block storage without delay or capital expenditure.
- Storage of data in datacentres based on performance and Buyer preferences.
- Pre-deployment advice and guidance.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Assured Block Storage:

- Backup and disaster recovery of the block storage, unless the Vorboss Backup Archival Disaster Recovery Service is requested.

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

Vorboss Application Hosting and Load Balancing

Service Description

Vorboss Application Hosting and Load Balancing provides high-reliability application hosting and load balancing. This is perfect where availability, scale-out and support are key considerations for your application. The service can be deployed on shared or Buyer-dedicated hardware over secured public internet links or dedicated fibre connectivity (Vorboss Managed Networking).

Service Features and Benefits

- Flexible resource-based pricing, allowing Buyers to scale up or scale back as required.
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Provides the agility Buyers need to deploy, change and remove compute without delay or capital expenditure.
- Pre-deployment advice and guidance.
- Provides a consistent infrastructure layer, allowing Buyers to focus on their application layer.
- Allocation of workloads to datacentres based on performance and Buyer preferences.
- Wide range of Windows and Linux operating systems available at no additional cost.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Application Hosting and Load Balancing:

- The Service and pricing does not include application software licences except where expressly stated. Vorboss can provide application licences for Microsoft software at an additional cost.

- Management and security patching of the Buyer's operating system, unless the optional Vorboss OS Patching Service is requested.

- Backup and disaster recovery of the virtual servers, unless the Vorboss Backup Archival Disaster Recovery Service is requested.

- System design and architecture, unless provided as Vorboss Cloud Support.

In addition, Vorboss Application Hosting and Load Balancing has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

- New compute deployments are provided within Business Hours unless 24 hours' notice is given.

Vorboss Assured Managed Cloud Networking

Service Description

Vorboss Assured Managed Cloud Networking provides high-reliability connectivity and routing with end-to-end support. Diverse, low-latency links to endpoints across the world can be provided as if physically connected to your compute, with automated fail-over. Links to multiple sites and compute nodes can be joined into dedicated private networks.

Service Features and Benefits

- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Pre-deployment advice and guidance.
- 24x7 technical support.

Service Constraints

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

Vorboss Managed Security and Firewalls

Service Description

Vorboss Managed Security and Firewalls provide high-reliability, high-throughput protection for your cloud services or premises. Let us centrally manage, monitor and protect your service as it grows, staying ahead of threats before they are inside your network.

Service Features and Benefits

- Enterprise firewalling and intrusion detection (IDS).
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Pre-deployment advice and guidance.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Managed Security and Firewalls:

- Desktop antivirus and unified threat management, which is available separately on request.

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

- New deployments are provided within Business Hours unless 24 hours' notice is given.

Vorboss Load Balancing and Edge Protection

Service Description

Vorboss Load Balancing and Edge Protection provides high-reliability, high-throughput protected load balancing for your scale-out cloud application or service. Let us centrally manage, monitor and protect your service as it grows, staying ahead of threats before they are inside your network.

Service Features and Benefits

- Load balancing for your application or cloud compute.
- Enterprise firewalling and intrusion detection (IDS).
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Pre-deployment advice and guidance.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Managed Security and Firewalls:

- Desktop antivirus and unified threat management, which is available separately on request.

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

Vorboss Assured Managed End-User Networking

Service Description

Vorboss Assured Managed End-User Networking provides high-reliability connectivity and routing with end-to-end support. Diverse, low-latency fibre connectivity from your office to your cloud compute or endpoints across the world can be securely provided as if physically connected to your local network, with automated fail-over.

Service Features and Benefits

- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Pre-deployment advice and guidance.
- 24x7 technical support.

Service Constraints

In addition, Vorboss Assured Cloud Compute has the following constraints:

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

Vorboss Geographically Diverse Archival Disaster Recovery

Service Description

Vorboss Geographically Diverse Archival Disaster Recovery provides highly reliable archival disaster recovery from datacentres at 10km, 100km and 1000km geographical separation, depending on Buyer requirements. A dedicated backup environment is installed per customer to maintain the highest-possible security.

Service Features and Benefits

- Virtual, physical and cloud backup.
- Restore to physical or virtual, or restore individual files from within a backup.
- Archive files stored in a dedicated, secure area on Vorboss Cloud storage.
- Storage of archives in Buyer's choice of London or Amsterdam datacentres.
- Flexible resource-based pricing, allowing Buyers to pay for only the level of archival that they require.
- Leverages the advanced capabilities and connectivity of the Vorboss Network (see The Vorboss Network, below).
- Price includes all software licences for all available backup agents.
- Pre-deployment advice and guidance.
- 24x7 technical support.

Service Constraints

The following elements are out of scope of Vorboss Geographically Diverse Archival Disaster Recovery:

- Vorboss draws a distinction between "archive" and "failover". Vorboss can advise on designing a high availability system through its Cloud Support.

In addition, the Vorboss Assured Cloud Compute has the following constraints:

- Recovery is by request through normal Vorboss support.

- In order to ensure the continuous improvement and reliable functioning of Vorboss Services, proactive and emergency maintenance will be conducted in accordance with the System Maintenance section, below.

- New deployments are provided within Business Hours.

Cloud Support Services

Vorboss Cloud Support

Vorboss Cloud Support provides the support that you need to plan, deploy, migrate or manage your Cloud estate. Take advantage of over a decade of experience at the forefront of cloud technology and let us help you make the most of the Vorboss Cloud offerings.

Service features and benefits

- Support for planning, setup, migration, testing, training or ongoing support for cloud estates.
- Flexible per-day labour at each of the seven levels of expertise.

Vorboss Multi-Cloud Support

Vorboss Multi-Cloud Support provides the support that you need to plan, deploy, migrate or manage your Cloud estate. Take advantage of over a decade of experience at the forefront of cloud technology, whether your services are deployed on Vorboss Assured Cloud Compute, other public clouds, private or hybrid clouds.

Service features and benefits

- Support for planning, setup, migration, testing, training or ongoing support for cloud estates across multiple public, private and hybrid cloud offerings.
- Flexible per-day labour at each of the seven levels of expertise.
- Vendor-neutral advice and implementation assistance to leverage the strengths of each cloud offering in the marketplace

Vorboss Office 365 Integration and Azure Support

Vorboss Office 365 Integration and Azure Support provides the support that you need to plan, deploy, migrate or manage your Office 365 and/or Azure deployment. Take advantage of over a decade of experience at the forefront of cloud technology and let us help you realise the full potential of moving services to the Microsoft cloud.

Service features and benefits

- Support for planning, setup, migration, testing, training or ongoing support for cloud estates across multiple public, private and hybrid cloud offerings.
- Flexible per-day labour at each of the seven levels of expertise.
- Deep understanding of Microsoft cloud technologies and how to leverage their unique advantages.

System Maintenance

In order to ensure the continuous improvement and reliable functioning of Vorboss Services, Vorboss conducts proactive and emergency maintenance. Vorboss provides a comprehensive web and email based notification system to notify and track any outages or when a service has anything lower than its normal level of resilience ("At Risk").

The vast majority of Vorboss maintenance takes place with no impact on the Buyer's services because of the redundancy in our underlying infrastructure. Nevertheless, Vorboss undertakes proactive maintenance outside of Business Hours at times that are least disruptive to our clients.

Vorboss will give at least 14 days' notice of any system maintenance unless exceptional circumstances require emergency maintenance.

System Requirements

The Vorboss Portal and support case system work with most recent browsers, including Mozilla Firefox, Google Chrome and Microsoft Edge. Two-factor authentication requires either a device supporting OTP/Google Authenticator or SMS authentication codes.

Backup, Recovery and Disaster Recovery

Vorboss draws a distinction between "failover" and "archive":

- Where system uptime is crucial, the optimal solution is to deploy a system with automatic failover whenever any individual server/compute node stops functioning. Vorboss can help you design your system to remove single points of failure.
- If the key consideration is to preserve a history of restore points for the system, or to allow restoring of the system or files in another environment, please see the Vorboss Geographically Diverse Archival Disaster Recovery service.

Pricing

All prices mentioned in this document are exclusive of VAT, unless otherwise indicated.

System design and implementation

Please see the Vorboss Cloud Support section for details on the extensive assistance Vorboss can provide to help you design and implement your cloud environment.

The majority of customers use Vorboss Assured Cloud Compute, Vorboss Application Hosting and Load Balancing and/or Vorboss Assured Container Hosting. These services are priced based on the resources used at the standard pricing below.

Vorboss prides itself on providing flexible solutions that best meet our clients' requirements. Prices for non-standard deployments shall carry a deployment charge to cover the custom development, capital expenditure and running costs for non-standard/dedicated infrastructure. This charge will be clarified on application.

Resource pricing for Cloud Compute and Application/Container Hosting

Vorboss Assured Cloud Compute, Vorboss Application Hosting and Load Balancing and/or Vorboss Assured Container Hosting are charged based on the resources used to provide them according to the following table. Charges are billed monthly in arrears based on actual usage (checked no less frequently than every five minutes).

Resource	Description	Monthly Price
Compute base cost	Base cost per virtual server, regardless of specification	£10.00
Virtual CPU	Cost per virtual CPU	£14.00
RAM/Memory	Cost per GB of virtual server memory	£8.40
Disk storage	Cost per GB of disk storage, whether as part of a VM or provided as Vorboss Assured Block Storage, for standard, spinning-disk based storage	£0.30
Disk storage—High Performance	Cost per GB of high-performance disk storage, whether as part of a VM or provided as Vorboss Assured Block Storage, for SSD-based storage	£0.45

Example resource pricing for Cloud Compute and Application/Container Hosting

Server	CPU Cores	RAM (GB)	Disk (GB)	SSD	Price per Month (£)	Price per Hour (£)
Windows SSTP VPN Server	2	2	50	No	69.80	0.10
Domain Controller	2	4	100	No	101.60	0.14
Large Elastic Search/Hadoop	10	64	4000	Yes	2,487.60	3.46
Small Elastic Search/Hadoop	4	16	1000	No	500.40	0.70

These costs are calculated in accordance with the above pricing, as follows:

Server	Cost Calculation	Price per Month (£)
Windows SSTP VPN Server	=10 + 2*14 + 2*8.4 + 50*0.3	69.80
Domain Controller	=10 + 2*14 + 4*8.4 + 100*0.3	101.60
Large Elastic Search/Hadoop	=10 + 10*14 + 64*8.4 + 4000*0.45	2,487.60
Small Elastic Search/Hadoop	=10 + 4*14 + 16*8.4 + 1000*0.3	500.40

Vorboss can quote for any required server specification on request and can provide a self-service quoting tool.

Usage pricing for Vorboss Geographically Diverse Archival Disaster Recovery

Pricing for Vorboss Geographically Diverse Archival Disaster Recovery is based on the storage space used by the archives, invoiced in arrears.

Bundle (TB)	Price	Copy in Second Site
2	£299	£180
5	£780	£460
10	£1,540	£920
15	£2,250	£1,380
20	£2,910	£1,840
25	£3,570	£2,300
30	£4,090	£2,760
Above 30 (per additional 5TB)	£350	£300

Connectivity pricing

The nature of connectivity means that it is artificial to create a pre-set price list for each combination of connectivity between locations. Connectivity pricing is therefore quoted upon application. The following, however, are examples of connectivity pricing for Vorboss Assured Managed Cloud Networking and Vorboss Managed End-User Networking.

Example 1— Vorboss Assured Managed Cloud Networking

Example Department has a Vorboss Assured Cloud Compute instance in a Vorboss data centre in London (GB/LON01). Example Department needs a private, direct Layer-2 connection to a counterparty in Amsterdam who has physical servers in Equinix AM7. Vorboss provides Example Department with a protected Layer-2 connection that will be transparently re-routed in the case of any failure for **£395** ex VAT per month with no setup.

Example 2— Vorboss Assured Managed Cloud Networking

After receiving its connection to Amsterdam, Example Department takes an additional Vorboss Assured Cloud Compute instance in a second Vorboss site in London (GB/LON06). Example Department needs direct connectivity between GB/LON01, the Amsterdam counterparty and its new compute in GB/LON03. As Example Department already purchases connectivity between its London compute and the Amsterdam counterparty, Vorboss provides Example Department with secure, private, protected 1Gbps Layer-2 connectivity between all of GB/LON03, the Amsterdam counterparty and GB/LON03 for an additional **£690** per month, no setup.

Example 3—Vorboss Assured Managed End-User Networking

Example Department then moves premises to a new central London office. Vorboss offers Example Department Vorboss Assured Managed End-User Networking, which gives Example Department private, secure, Layer-2 connectivity between its new office and both the internet and all of the GB/LON01, GB/LON03 and Amsterdam end-points (secured as required) for the following prices, depending on speed and level of resilience:

Connectivity	Setup (ex VAT)	Price (ex VAT) per month
10 Gbps	£4,990	£1,290
10 Gbps, with 1 Gbps diverse backup fibre	£6,990	£1,790
1 Gbps diverse (2 x 1 Gbps fibre), with failover	£3,890	£990
1 Gbps	£2,100	£510

Vorboss Managed Security, Firewalls and Edge Protection

Service	Price per month (ex VAT)
Vorboss Managed Security and Firewalls (incl IDS)	From £100, depending on throughput

Vorboss Load Balancing and Edge Protection is provided as a Managed Security and Firewall package with load balancers priced based on resource usage.

Service Level Agreement

Vorboss Service Guarantee

Our standard Service Guarantee can be found on our Knowledge Base at http://kb.vorboss.net/KB15050701 however it is included here for completeness.

Introduction

1.1 This Service Guarantee relates to the Service Provider Agreement and the Work Order(s) entered into by: Vorboss Limited, a company incorporated in England and Wales (company number 05678571) whose registered office is situated at Devonshire House, 60 Goswell Road, London EC1M 7AD ("Vorboss"); and you ("Customer"), (the "Agreement")

1.2 Unless stated otherwise in this Service Guarantee, capitalised terms set out in this Service Guarantee have the meanings set out in clause 1 (Definitions and Interpretation) of the Agreement, and in addition the following terms shall have the following meanings:

"Outage" means any period during which the Service is unavailable, excluding Permitted Downtime;

"Permitted Downtime" means any periods during which the Service is unavailable as a result of: (a) scheduled maintenance (of which Vorboss may, but shall not be obliged to, provide up to 24 hours notice); (b) Vorboss's suspension of the Service due to technical reasons, network testing and/or upgrades; or (c) any act or omission by the Customer or any maintenance or downtime of the Customer's systems;

"Reimbursement" means the reimbursement of Charges to which the Customer is entitled in respect of a Service Failure, calculated in accordance with section 3.5 below;

"Service Failure" means a failure to meet a Service Level;

"Service Level" means a service level set out in a Work Order; and

"Support Coverage Hours" means the hours during which Vorboss supports a particular Service as specified in the 'Support Coverage' column of the Service Levels table in the relevant Work Order.

1.3 This Service Guarantee sets out the standards to which Vorboss shall deliver the Services to the Customer pursuant to the Agreement and each Work Order. Subject to the other provisions of this Service Guarantee, Vorboss shall provide the Services so as to meet or exceed the Service Levels set out in the relevant Work Order.

Service Level Measurement

2.1 In assessing whether a Service Failure has occurred, or whether a Service Level has been achieved, the Parties shall disregard any events or periods in respect of which Vorboss fails to achieve the relevant Service Level caused by:

(A) the Customer's breach of the Agreement or the relevant Work Order;

(B) any act or omission of the Customer, its employees, agents or representatives;

(C) a Force Majeure Event;

(D) the Customer's use of the Services in non-compliance with the Agreement, the relevant Work Order or Vorboss' instructions or advice;

(E) the Customer's failure or delay in complying with the reasonable instructions of Vorboss;

(F) the failure of the Customer's employees, agents or representatives to provide such assistance or co-operation as is reasonably requested by Vorboss (including the provision of information or the supply of the necessary power or facilities) or to be contactable by Vorboss to confirm the relevant Service is restored;

(G) any failure or delay in the resolution of an Outage caused by the Customer, its employees, agents or representatives;

(H) any refusal or delay in allowing Vorboss, its employees, agents or sub-contractors to access (whether physical or virtual) the Customer's premises or systems for any reason, including to diagnose, repair or prevent any fault or issue; or

(I) a failure of any network, equipment, circuit or software not operated or controlled by Vorboss.

2.2 The following principles will apply for the purposes of calculating whether the 'Availability Target' for a Service specified in the relevant Work Order has been met:

(A) the performance against the 'Availability Target' for the relevant Service is measured per calendar month;

(B) each Work Order will specify the 'Availability Criteria' for the relevant Service, and the Service will be considered to be 'available' if the Service meets (or exceeds) such 'Availability Criteria';

(C) the measurement of the duration of any Outage shall exclude Permitted Downtime; and

(D) for the purposes of calculating the duration of any Outage:

(i) (subject to section 2.3 below) such Outage shall commence on the earlier of: (a) Vorboss's receipt of the Customer's written notification of the relevant Outage (including via Vorboss's online helpdesk available at https://secure.vorboss.net); (b) the Customer's receipt of written acknowledgement following the Customer's telephone notification of the relevant Outage (using the 24-hour telephone support line operated by Vorboss); and (c) Vorboss's written notification of the relevant Outage to the Customer; and

(ii) such Outage shall cease at the point that the Service is restored as recorded on Vorboss's fault management system.

2.3 In relation to Outages taking place outside of Support Coverage Hours, for the purposes of section 2.2(D)(i) above the commencement of the Outage shall be the point at which such Support Coverage Hours restart.

Reimbursement

3.1 Subject to sections 3.2 and 3.3, the Customer shall be entitled to receive Reimbursement in respect of a Service Failure calculated in accordance with section 3.5.

3.2 The Parties agree that the aggregate amount of Reimbursement payable in respect of a Service:

(A) in any calendar month shall not exceed the Charges paid in respect of that Service in that calendar month; and

(B) in any calendar year shall not exceed the Charges paid in respect of that Service in that calendar year.

3.3 In each month in which the Customer is entitled to Reimbursement pursuant to this Service Guarantee, the Customer shall submit a written claim to its Vorboss account manager within three (3) calendar months from the calendar month in which the relevant Service Failure(s) occurred ("Reimbursement Claim Period"). If the Customer fails to submit its claim within the Reimbursement Claim Period, notwithstanding clause 9.7 of the Agreement, the Customer waives its right to receive such Reimbursement. Vorboss shall pay the Reimbursement to the Customer via bank transfer to such

bank account as notified by the Customer within twenty (20) Business Days of receipt by Vorboss of a valid claim for Reimbursement within the Reimbursement Claim Period.

3.4 Reimbursement is the Customer's sole and exclusive remedy in respect of any Service Failure and any root cause giving rise to such Service Failure.

3.5 Subject to section 3.2 above, the Reimbursement payable in respect of any Service Failure shall be calculated in accordance with the following ratio and as set out in the table below:

x:y where: x is the total actual duration of the relevant Outage in a calendar month (measured in minutes and seconds); and y is the total Outage duration in a calendar month permitted under the 'Availability Target' for the relevant Service, each measures in minutes and seconds.

Availability Ratio	Reimbursement[1]
Less than 10:1	0%
10:1	10%
50:1	25%
100:1	40%
150:1	50%
200:1	60%
Greater than 200:1	100%

[1] % of the monthly Charge for the relevant Service