

100% Uptime Guarantee for Cloud Services

eFolder guarantees that our cloud services will function properly 100% of the time, as follows:

- **eFolder Backup, eFolder BDR for ShadowProtect:**

The eFolder Backup cloud service is guaranteed to function 100% of the time such that the eFolder Backup client software is able to successfully communicate with the eFolder cloud allowing users to backup and restore data to and from the eFolder cloud. We do not guarantee proper functioning of the eFolder Backup client software itself.

- **eFolder BDR for Acronis, eFolder BDR for Quest, eFolder BDR for Veeam:**

Any provisioned eFolder Cloud compute, storage, hypervisor, network, and Internet connectivity functions required to run the Acronis, Quest, or Veeam software in the eFolder cloud and receive replicated data are guaranteed to function 100% of the time. We do not guarantee proper functioning of the Acronis, Quest, or Veeam software itself.

- **eFolder Anchor:**

The eFolder Anchor service is guaranteed to function 100% of the time such that files can be uploaded and downloaded on demand by any Anchor client app or through the Anchor web portal, and that synchronization of changed data to other devices begins within 5 minutes of data being changed, or as determined by the synchronization delay configured by the user, whichever is greater. We do not guarantee proper functioning of the Anchor client app software itself.

- **eFolder Cloudfinder:**

The eFolder Cloudfinder service is guaranteed to function 100% of the time such that, following the completion of your initial backup, Cloudfinder will successfully initiate the creation of a backup copy of your configured Provider data (e.g. Office 365), at least once each calendar day, and allow users to search, restore, and export backed up data from the eFolder cloud. We do not guarantee against improper functioning of Provider APIs (e.g. Office 365 web service APIs) or issues caused by improper service configuration.

- **eFolder Continuity Cloud:**

Any provisioned eFolder Continuity Cloud compute, storage, hypervisor, network, and Internet connectivity functions required to virtualize your servers and applications are guaranteed to function 100% of the time. We do not guarantee proper functioning of any operating systems and applications you provide to us (as part of your backed up data or otherwise), only the underlying cloud infrastructure services.

eFolder Cloud Services Level Agreements

Credits

If we fail to meet any of the above guarantees, you will be eligible for a credit, as follows:

- **eFolder Anchor, eFolder Cloudfinder, eFolder Backup, eFolder BDR for Acronis, eFolder BDR for Quest, eFolder BDR for ShadowProtect and eFolder BDR for Veeam:**

One day's portion of the associated monthly service fees for each hour of service failure (1/12th of one day's portion for every 5 minutes of service failure), in proportion to the scope of the affected services vs. total provisioned services, up to 100% of one month's fees in any given calendar month.

- **eFolder Continuity Cloud:**

One day's portion of the associated weekly fees for the affected provisioned Continuity Cloud nodes for each hour of failure of these nodes (1/12th of one day's portion for every 5 minutes of service failure), in proportion to the scope of the affected services vs. total provisioned services, up to 100% of one week's fees in any given calendar week.

Additionally, in order to be eligible for a credit, you must submit a support ticket within 7 days of the service failure for which you are requesting the credit and provide the details of when and how services were adversely affected. eFolder will determine if your request meets all eligibility criteria within 30 days.

Measurement

eFolder uses a variety of external and internal monitoring devices for the purpose of maintaining and measuring service availability and functionality. Multiple devices are used to confirm service failures as opposed to the failure of the monitoring device itself. The determination of any credits will be based on the measurements gathered by the eFolder monitoring system. eFolder reserves the right to periodically change the measurement points and methodologies it uses without notice.

Limitations

Total credits under this SLA in any calendar month are limited to the specific fees paid for the affected service(s) for the month in which the service does not meet the guarantees set forth above. *The credits provided by the terms of this SLA are your sole and exclusive remedy for any software or service failures.*

Service failures must last at least five minutes, as measured by eFolder, before you are eligible for any credits. You will not be eligible for any credits if you are not current on your payments, or are otherwise in breach of any services agreement. You will not be eligible for credits for service failures caused by any of the following:

1. Scheduled or emergency maintenance or upgrades announced at least 1 hour in advance, provided that such maintenance does not contiguously last more than 1 business day.
2. Failure of third party software, including any software licensed by eFolder, such as Acronis, Quest, StorageCraft ShadowProtect, Veeam, etc.
3. The software initialization, maintenance, or reboot sequences of any third party software that causes services to be unavailable.
4. Failure of any software you provide to eFolder, including but not limited to operating systems, applications, and software licenses.
5. Failure of third party network circuits (local loops) or Internet connections, unless such failure is caused solely by eFolder or our contracted networking providers.
6. Failures caused by infrastructure outside of the control of eFolder (including failure of any equipment not owned by eFolder), or failures of software running on infrastructure outside of the control of eFolder (including failure of any equipment not owned by eFolder). For example, backup failures due to the failure of the operating system of a user's computer that is being backed up.

eFolder Cloud Services Level Agreements

Limitations *(continued)*

7. Hardware failures caused by eFolder's hardware appliances not physically located within eFolder's data centers.
8. DNS issues outside the direct control of eFolder.
9. Failures caused by the misconfiguration or incorrect settings of any product or software that connects to or communicates with eFolder's cloud services.
10. Partner or End-user not knowing their password, passphrase, or encryption key, or not being able to recover their pass phrase or encryption key for any reason.
11. False or incorrect outages resulting from errors made by any measurement system.
12. Acts or omissions of those not under the direct control of eFolder, including without limitation, any negligence, willful misconduct, or misuse of applicable contractual agreements.
13. Circumstances beyond eFolder's reasonable control. Such circumstances include, by example but not limitation, force majeure events, war, terrorist activities, acts of governmental bodies, acts of God, sabotage, attacks by hackers, fire, flood, or strike or other labor disturbance.

Nevertheless, eFolder will make commercially reasonable efforts to ensure that the services are not interrupted by any of the foregoing reasons.

eFolder reserves the right to update this SLA at any time without notice by posting an updated version to this web page. The SLA that was current at the time of any failure incident will govern. This SLA was last updated June 20, 2018.



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