

# **Versa Titan Standard SLA Agreement**

January 2020

## Versa Titan Service Level Agreement

### Versa Titan SLA

Versa Networks is dedicated to ensuring the highest quality of experience for our customers and strives to provide best in class technology, products, service and support to our customers and partners. This is the cornerstone of our company mission and drives all our engagements. In the event of a failure, Versa will take all appropriate actions to restore service to our Versa Titan customers.

Your Versa Titan subscription entitles you to access of the Versa Titan service during the term of your subscription. Versa Titan makes it easier for managed service providers (MSPs) to deliver secure SD-WAN and for enterprises to buy, design, deploy and operate their WAN infrastructure, accelerating their digital transformation strategies and improving business performance.

This service will be available at least 99.9% (the “**Versa Titan SLA**”) of the time during any calendar month. Service credits as identified below are the sole and exclusive remedy for you, the Customer, for any failure of the Versa Titan service to meet the defined SLA of 99.9% availability in any given calendar month.

### Definitions

- If a customer does not have access to the Versa Titan Web Portal dashboard, the Mobile App or is unable to manage, monitor, deploy and operate the WAN infrastructure, the same would be considered as part of “Downtime”. “Downtime” is defined as having a greater than five percent (5%) user error rate and is measured based on server side error rate.
- The “Versa Titan Service” is to be defined as the end to end service which Versa provides including the hosting of management and control, access by the customer utilizing the Versa Titan Web Portal, Mobile Application, monitoring capabilities and 24/7 support which is provided.
- “Monthly Uptime Percentage” refers to total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- “Service Credit”- Versa Titan will increment the days in the Service (subscription term), at no additional charge, by the total number of days as calculated in Service Credit table per calendar month of “downtime”. Service credits will be applied at the end of the customer subscription term.

### Requirements

- Service Credits are only available in the form of an extended subscription term of the Versa Titan subscription service. If a customer has multiple licenses, the service credit will apply to all licenses purchased by the customer. They may not be exchanged or converted to, monetary amounts, for additional licenses of other Versa products or services offered by Versa.
- The maximum aggregate Service Credit accrual for all measured Downtime in a given calendar month shall not exceed 5 days of Service added to the end of the Customer’s subscription term.
- Customer is responsible to raise a support ticket with Versa to report the issue to Versa when service disruption is observed by the customer so that appropriate corrective measures are



taken by Versa. This is a prerequisite for claiming service credits. The Versa support ticket number must be quoted and provided at the time of requesting the SLA service credit.

- The total duration from the time the ticket was raised by the customer to the resolution time would be considered for Service Credit, but not to exceed 5 days per calendar month.
- The Customer or an approved customer representative must be available to provide any required on-site support as requested by Versa for the troubleshooting of the issue until resolution.
- Customer must request Service Credits within 30 days from the time Customer becomes eligible. Customer must notify Versa in writing with sufficient evidence within the 30 day notification period. Failure to comply with this requirement forfeits Customer’s right to receive a Service Credit.
- Versa Titan SLA applies to the services covered (as listed earlier), and does not apply to any service impact such as but not limited to issues resulted from Customer’s equipment or third party equipment, or both (not within Versa’s control), Underlay (WAN) or equipment/services not supplied/covered by Versa or caused by “Force Majeure”
- Any specific SLA’s agreed upon in the contract/SoW between the Customer and Versa Networks (if any) would override the SLA’s defined in this document.
- Versa would not be liable for any other compensation to the customer other than the Service Credits as defined in the Versa Titan SLA Agreement for any downtime of the Versa Titan Service.

**Exclusions**

- Planned and Emergency Maintenance activities will not be considered as outages and will not be eligible for Service credits. The customer will be informed of any planned and Emergency maintenance activities.
- Degradation in service, not amounting to service outage, would not be considered in scope for SLA credits.
- Service Credits is applicable for Versa Titan Shop only for the existing customers.

In case of any disagreements/conflicts on the calculation of the SLA credits, in accordance with the defined Versa Titan SLAs, the same would be brought to the notice of Versa Networks for discussions and resolution.

Versa reserves the right to make any changes to this document at its sole discretion.

**Service Credits applicable**

<b>Uptime</b>	<b>Days Credit</b>
<99.9% to >99%	3
<99%	5