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## 1 Introduction

Partner uses a Platform for provisioning/delivery and management of Cloud Services. The Platform is licensed by Copaco and the Cloud Services are marketed, distributed and sold by Copaco through the Platform in a multitier sales system: Copaco – Partners – Customers in a B2B environment.

This SLA contains general service levels and provides for delivery, Availability, Maintenance and support of (i) the Platform and (ii) the Cloud Services. A separate and Cloud Service specific Platform SLA is attached to this SLA as [Annex 1](#), which forms an integral part of this SLA. Separate and cloud service specific SLA's for Cloud Services ordered by the Partner and the Customers (SLA per Cloud Service) are part of the Cloud Services Related Documents.

All services with regard to the Platform and the Cloud Services will be settled between the Partner and the Customer respectively between Copaco and the Partner. The Customer may not make direct claims against Copaco. Service will be provided on the basis of the Cloud End User Agreement between the Partner and the Customer, respectively the Cloud Partner Agreement between Copaco and the Partner, this SLA and the Cloud Services Related Documents.

With regard to the Platform, Level 1 Support is performed by the Partner and Level 2 Support by Copaco. As regards the Cloud Services, Level 1 Support is performed by the Partner, Level 2 Support by Copaco and Level 3 Support by the Service Provider who provides the Cloud Service. Level 1 and 2 Support of Cloud Services are covered in this SLA. Level 3 Support of Cloud Services is covered by a SLA between Copaco and the Service Provider as part of the Cloud Services Related Documents.

With regard to the Platform and the Cloud Services Level 1 Support is performed by the Partner. Partner may scale up to Level 2 Support by Copaco. Level 1 Support is covered in this SLA.

Incident reporting will occur by the Customer to the Partner, after which the corresponding service under the SLA is performed by the Partner. This SLA therefore manages the commitments and service levels which Partner provides to Customers.

### Abbreviations and definitions

Various terms are used frequently in this SLA. In the following overview you will find these terms and, unless the context clearly indicates otherwise, their meaning:

<b>Level 1 Support</b>	Support from the Partner to all its Customers for all support requests, with exception of Issues or Problems that according to an initial assessment are related directly to the Platform and/or the Cloud Services and are outside of the Partner's responsibility.
<b>Level 2 Support</b>	Support from Copaco to the Partner for Customers that are activated by the Partner in case of Issues or Problems that according to an initial assessment are directly related to the Platform and/or the Cloud Services and are outside of the Partner's responsibility.
<b>Level 3 Support</b>	Support from the Service Provider of the Cloud Services to Copaco in case of Problems directly relating to the Cloud Services that cannot be solved by Level 2 Support.
<b>Additional Support</b>	All activities which are not covered by this SLA and for which a surcharge is applicable.

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<b>Availability</b>	The extent to which the Customer can access the Platform and/or the Cloud Services in an agreed manner. Availability is expressed as a percentage of time within a given measurement period.
<b>Cloud End User Agreement</b>	The agreement between the Partner and the Customer for the use of the multi-tier platform for provisioning and billing of cloud services.
<b>Cloud Partner Agreement</b>	The agreement between the Copaco and the Partner for the use of the multi-tier platform for provisioning and billing of cloud services.
<b>Cloud Services</b>	Services provided by Copaco through the Control Panel.
<b>Cloud Services Related Documents</b>	All documents related to the Cloud Services, supplied by Copaco to the Partner and/or provided by the Partner to the Customer via the Platform, enforced and used by the Service Provider, included, but not limited to service level agreements (SLA's), terms & conditions, end user license agreements, etc., which documents are available via the Control Panel.
<b>Control Panel</b>	The part of the Platform, made available by Copaco to the Partner and its Customers, through which (i) the Cloud Services may be ordered, managed and cancelled, subject to the user login name and password being entered, (ii) the Customer or the Partner can view the status of orders, (iii) the most recent version of essential information, including, but not limited to the Service Level Agreement, the Cloud Service Related Documents, etc. can be consulted, and (iv) all invoicing of fee's for the Platform and for the Cloud Services will be provided.
<b>Copaco</b>	Operator of the Platform and provider of the Cloud Services. Copaco Nederland BV or one of its subsidiaries or group companies.
<b>Customer</b>	A customer of the Partner using the Cloud Services.
<b>Emergency Response</b>	Priority support in case the Partner raises a call ticket to the highest level, after the Support Team determined the definitive priority. Charged at the same rate as Additional Support.
<b>Issue</b>	Incident which is directly related to the Platform and/or the Cloud Service
<b>Incident</b>	An operational occurrence that is not part of the standard operation of the system and that affects the level of service of the Platform and/or the Cloud Services.
<b>Maintenance</b>	(Planned) maintenance, preventive maintenance or corrective maintenance to guarantee and/or improve the performance of the Platform and/or the Cloud Services, or to adjust functionalities such as, but not limited to, software- updates and installing.
<b>Malfunction</b>	The unavailability of the Platform and/or a Cloud Service.
<b>Managed Services Agreement</b>	The separate agreement which provides the services to the Customer on behalf of the Partner described in a statement of work.

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<b>Notification</b>	Notification from the Partner or automatically generated notification to Copaco that there is an Incident.
<b>Out of Plan Services</b>	Those Services that are not explicitly included in this SLA.
<b>Partner</b>	The reseller of Copaco, who licenses the Platform from Copaco and distributes and sells the Cloud Services via the Platform to the Customers.
<b>Partner Support Fee</b>	Fee payable by the Partner to get access to Level 2 Support by Copaco through the Support Team.
<b>Platform</b>	The separate or joint use of the Cloud Services delivery platform, which is a combination of hardware, software and networking components, together forming an Information Technology System, provided by Copaco to the Customer through the Partner. The Platform consists of operations automation & billing automation, where Operations automation delivers the Cloud Services (provisioning) and billing automation provides the invoicing of all required fees for Cloud Services, whether upfront, one-time, recurring, or a combination of the foregoing (billing).
<b>Response time</b>	The time between the moment the Partner submits a request for support and the moment Copaco acts upon this request.
<b>Security</b>	The extent to which the authenticity, confidentiality and integrity of processes and information is ensured.
<b>Service Provider</b>	Third party supplier of Cloud Services marketed, distributed and sold by Copaco through the Platform in a multitier sales system: Copaco – Partners – Customers.
<b>SLA</b>	This Service Level Agreement between Copaco and the Partner.
<b>Support Team</b>	The organizational unit responsible for Emergency Response, operationalizing the Platform & Cloud Service backend and receiving and processing support requests from the Partner among which questions related to invoices, license types, license rules and quotations.
<b>Urgent maintenance</b>	Unplanned maintenance to the Platform and/or the Cloud Services, necessary to guarantee performance and Security.
<b>User</b>	(i) User of the Cloud Service or (ii) synonym for Customer.

## 1. General

This SLA is an agreement between the Partner and the Customer. In the SLA agreements and goals are formulated with regard to delivery, Availability, Maintenance and support of (i) the Platform and (ii) the Cloud Services. The Partner will exert best efforts to continuously and consistently meet the agreed quality standards and service levels. Furthermore, the partner will endeavour to continuously improve the services with regard to the Platform and the Cloud Services.

## 1.1 Relevance

The SLA can only be invoked if there is a Cloud End User Agreement between the Partner and the Customer. The SLA applies, where relevant, to the use of the Platform and to Cloud Services purchased through the Platform. The SLA is valid from operating delivery of the Platform and the Cloud Services.

## 1.2 Changes to the SLA

Partner is entitled at all times to adjust this SLA when considered necessary, acting justly and fairly in this respect.

## 1.3 Conditions

1. The most recent version of the SLA is applicable to all services and service levels. This SLA can be downloaded through the Control Panel. The version as shown in the Control Panel is the leading SLA at all times. It is the responsibility of the Customer to ascertain the latest version of the SLA.
2. The Customer is not permitted to file claims under the SLA directly with Copaco. The SLA is an agreement between the Partner and the Customer.
3. The Partner is responsible for Level 1 Support to the Customer. Copaco is responsible for Level 2 Support to the Partner.
4. All measurements and the resulting research findings that are performed by the Partner or the Service Provider based on this SLA respectively the Cloud Services Related Documents and/or claims of the Customer, serve as conclusive evidence between parties.
5. Partner reserves the right to perform (unannounced) audits at the Customer to check correct use of the Platform, the Cloud Services, the Control Panel and licenses. Improper use of the Platform, the Cloud Services, the Control Panel and/or licenses can lead to suspension of this SLA and unilateral termination of the Cloud End User Agreement between the Partner and the Customer.

## 2 Availability of Platform and/or Cloud Services

When calculating the Availability of the Platform or the Cloud Services that is/are provisioned and/or terminated during a calendar year, it is assumed that the Platform or the Cloud Services was/were Available before introduction and/or after termination. The Platform and the Cloud Services each operate independently.

A Malfunction on the Platform does not affect the operation of the Cloud Services.

Availability is calculated on a yearly basis, from January 1st 0h00 up to and including December 31st 24h00.

There is no Malfunction if the Platform or the Cloud Services is/are unavailable as a result of:

1. Planned, corrective or preventive Maintenance or Urgent Maintenance.
2. Disruptions caused by the Customer, including failure of hardware or software of the Customer, or by actions of Partner performed at the request of the Customer. If it is likely that the non-availability of the Platform and/or Cloud Services can be attributed to the Customer, and Customer turns to the Partner for support, Partner reserves the right to charge the Malfunction rate at then applicable hourly rate for providing Out of Plan Services.

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3. Disruptions due to factors outside Partners' reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at the Customers' site or between the Customers' site and our data center).
4. DNS problems or internet disruptions that are beyond the control of Partner.
5. Damage as a result of fire, explosions, or any other event involving force majeure.
6. Causes which the Partner reasonably cannot influence, as described in the final provisions.

Furthermore, there is no Malfunction of the Cloud Services if there are disruptions in the Platform or the Control Panel.

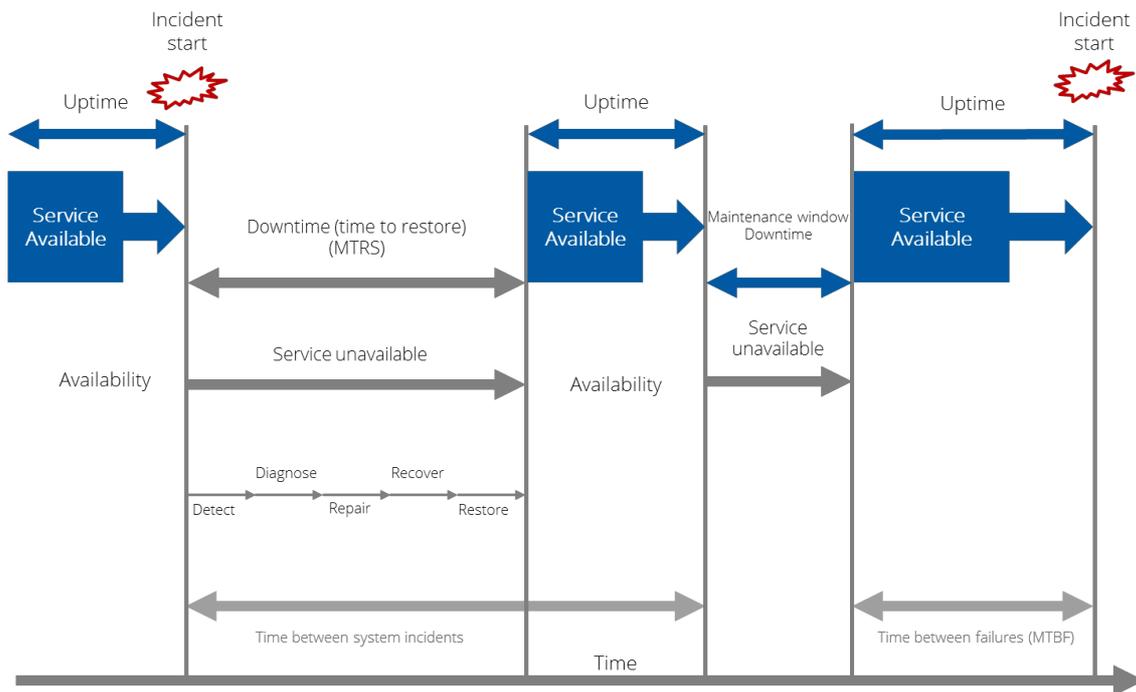


Figure 1: overview Availability, Downtime. Service Downtime is from the moment of a Malfunction detection until the moment Service production is restored.

### 2.1 Cloud Services & Platform Service Level Objectives

Cloud Service specific provisions and Service Level Objectives (SLO's) are included in the separate and Cloud Service specific SLA (Cloud Services Related Document). In the separate and Cloud Service, specific SLA the following topics are handled: cloud service description, availability, uptime and SLO's, data security & information Lifecycle Management, backup & recovery, monitoring, maintenance and updates and compensation regulation.

Above mentioned topics for the Platform are described in the Platform SLA as provided in [Annex 1](#) to this SLA.

## 3 Support

The Partner provides Level 1 Support to the Customer. If necessary, the Partner can call in Level 2 Support by Copaco. Level 1 Support is covered in this SLA.

### 3.1 Support by the Partner (Level 1 Support)

The Partner provides Level 1 Support to the Customer. All Issues that according to an initial assessment are not related directly to the Platform and/or the Cloud Services should be resolved at the level of Level 1 Support.

Level 1 Support of the Partner can be reached during business hours.

'False' Notifications as a result of unannounced activities by the Customer or third parties on behalf of the Customer can be charged by Copaco against the Additional Support rate. It is the Partner's responsibility to inform the Support Team in time of any maintenance that affects or can affect the operation of the Platform and/or the Cloud Services.

### 3.2 Support by Copaco through the Support Team (Level 2 Support)

The Partner can at its own discretion scale up to Level 2 Support from Copaco with regard to the Platform and/or the Cloud Services.

### 3.3 Support process

Customer -> Partner Level 1 Support -> Copaco Level 2 Support

The Level 2 Support process starts with a Notification.

#### 3.3.1 Classification, prioritizing and response times Level 2 Support

To ensure good service in which important tickets take priority over minor tickets, Copaco uses a prioritizing system. Reported Issues or Service Requests will be categorized using the following guidelines.

Priority	Expected Response time for Platform and/or Cloud Service
Security	Any security-related incident
Emergency	Any issue that impacts all users, preventing them from performing critical daily activities
Critical	Any issue that impacts most users, and/or prevents a single critical activity
Normal	Any issue that impacts a single user, and/or impacts the performance of a critical business activity
Cosmetic	Any issue that does not relate to a critical business activity
Inquiry	Questions that are not generated as an Incident from an unexpected service delay or disruption

The definitive priority is determined by the Support Team at its sole discretion, acting justly and fairly in this respect. Depending on the priority attached to a ticket, Copaco will exert best efforts to achieve the following response target times.

Priority	expected Response time for Platform and/or Cloud Service
Security	No later than <b>one hour</b> after Notification   during business hours
Emergency	No later than <b>one hour</b> after Notification   24/7
Critical	No later than <b>four hours</b> after Notification   during business hours
Normal	No later than <b>twelve hours</b> after Notification   during business hours
Cosmetic	No later than <b>twenty-four hours</b> after Notification   during business hours
Inquiry	No later than <b>forty-eight hours</b> after Notification   during business hours

Should it be possible to handle call tickets sooner, this will be done. For quick and correct processing of tickets, the cooperation and feedback of the Customer is required. By accepting this SLA, the

Customer commits to assist the Partner with solving Issues or Problems as best as possible and free of charge. The objective is to resolve Issues or Problems within the shortest possible time.

The Partner will continue to work on a solution, unless this will not reasonably reduce the solving time. Guarantees for target resolution times cannot be offered since the solution in some cases will depend on the Customer or the supplier and/or can be out of the reasonable control of the Partner. Directly after the Malfunction is solved, the Partner will report this to the Customer.

### **3.4 Vulnerability management**

In case the Customer discovers a vulnerability in the Partner or Service Provider's systems or configuration, we expect and encourage the Customer to inform the Partner of this vulnerability. The Partner will further investigate the vulnerability with the Service Provider and communicate with the Customer the research findings and measures and corrections taken to mitigate the vulnerability in a vulnerability/incident report.

## **4 Exit arrangement**

In case of termination of the Cloud End User Agreement, the Partner will in reasonableness and fairness assist and participate in the possible migration of the Partner or the Customer to another (cloud) infrastructure. In case such migration involves additional work for the Partner, it will be entitled to charge a reasonable compensation for the work. The Partner is willing to make data, to which the Partner has access to, available for the Customer in different ways, including, but not limited to, through FTP or by disk. The Partner cannot suspend this obligation in case of a conflict about termination of the agreement. The actual costs incurred for making the data available for the the Customer will be charged to the Customer. These costs include wages (charged at the same rate as Additional Support) and any additional costs for storage, transport and Security. The Partner can never be held responsible for Customer data and is not required to provide the data in the way the Customer requires, if the Customer cannot reasonably comply with this.

## **5 Obligations under the applicable laws and regulations concerning privacy**

The Customer acknowledges that information processed in the course of performing the Cloud Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of personal data. The Customer shall take all necessary measures to ensure that it, and all its employees respectively Users, are aware of any responsibilities they have in respect of applicable privacy laws and/or regulations. The Customer understands and agrees that the Partner has no control or influence over the content of the data and that the Cloud Services are performed on behalf of the Customer. Reference is made to the applicable Cloud Services Related Documents.

In the Cloud End User Agreement between the Partner and the Customer, the Customer guarantees to fully comply with the applicable laws and regulations concerning privacy. The Customer takes note of the technical and organizational Security measures taken by the Partner, will evaluate these measures in the context of the intended data processing and the risks associated therewith, and considers these measures to be adequate.

As processors, the Partner are/is only responsible for:

1. the application of the Security measures agreed upon in this SLA;

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2. the processing of the data from the Customer in accordance with the instructions of the Customer, which are crucial for both the delivery of Cloud Services as well as for storing the confidential data of the Customer.

If the Customer at any time requests from the Partner information regarding the internet history or the email traffic from one or more Users, the Customer guarantees beforehand to fully comply with the applicable laws and regulations and the Cloud End User Agreement between the Partner and the Customer. In this agreement, the Customer indemnifies the Partner of claims by employees of the Customer or third parties based on non-compliance or incomplete compliance of the applicable laws and regulations concerning privacy by the Customer. This indemnification by the Partner shall apply accordingly to Copaco.

## 6 Final provisions

This SLA constitutes the entire agreement between the Partner and the Customer concerning the subject stated above and supersedes and cancels any prior agreements or any contemporaneous oral agreement between the Partner and the Customer relating to this subject.

Should any provision of this SLA, or the implementation thereof, be void or unenforceable, the other provisions will not be affected by this and remain in full force and effect. In this case, within the limits of the applicable law, a new stipulation will be drafted that meets the objectives intended by the void or unenforceable stipulation, and this stipulation will be included as an appendix to this Agreement.

This SLA shall be binding upon and inure to the benefit of the Partner and the Customer, their legal representatives, successors and assignees. Each party is strictly prohibited from transferring the rights and obligations arising from this SLA, in part or in whole, to a third party, without the other party's express prior written consent, with the exception of the Partner, who will be entitled to transfer the SLA to a subsidiary, group company or participation.

Each party shall bear the costs associated with establishing and implementing of this SLA for their own account.

The failure of either party to enforce at any time one or more of the terms or conditions of this SLA shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions.

This Agreement is in the English language only, which language shall be controlling in all respects, and all versions in any other language shall be for accommodation only and shall not be binding upon the parties.

A failure in the performance of their obligations under this SLA cannot be attributed to a party if the failure is caused by circumstances beyond the reasonable control of said party such as fire, flood, strikes, labour unrest or other disruptions of the economy, unavoidable accidents, embargos, blockades, legal restrictions, riots, government measures, non-availability of means of communication, terrorist attacks, war, etc.

In case of temporary force majeure, the mutual obligations of the parties shall be suspended until the hindrance is eliminated. Where force majeure persistently prevents fulfilment, by which the parties also understand a force majeure situation which lasts for more than 90 days, the SLA shall end by right. The parties shall then have no right to fulfilment, compensation for this reason and/or postponement.

## Annex 1: Platform SLA

### 1 Introduction

The Partner may give the Customer access to the Control Panel to view and/or manage Cloud Service subscriptions. In case Customer has access to the Control Panel, the following service levels apply.

### 2 Support

Level 1 Support to the Customer is provided by the Partner as described in the Master Service Level Agreement.

### 3 Service Availability

Availability Service Level Objectives	expected Response time for Platform and/or Cloud Service
Platform	99,9%

Uptime is calculated based on the following criteria:

Capacity Service Level Objectives	Description
Systems that should have IP-connectivity and an active power supply	Operations automation & Billing automation
Communication between the following systems should be operational	Operations automation & Billing automation

### 4 Data Security & information lifecycle management

Data Service Level Objectives	
Primary data location	Amsterdam, The Netherlands
Backup (operations automation & billing automation)	Daily
Retention period	30 days
Backup data location	Amsterdam, The Netherlands (Secondary location)
Recovery	Additional support rate
Data retrieval period after subscription termination	30 days

The Partner cannot give any guarantees regarding the availability of backups because the Partner can never be held responsible for Customer data. Recovery of data may be requested at the cost of additional support. The Partner cannot give guarantees regarding the maximum time for data recovery, because the time required to restore the data, among other things, depends on the quantity of data to be recovered.

Data management Service Level Objectives	
Residual data terminated partners	Partner and Customer contact details, purchased subscriptions history and billing details
Deletion type other data	Hard delete

## 5 Security

Security Service Level Objectives	
Important datacentre certifications	Among others: ISO 9001, ISO 27001
Firewalling	Redundant (active-passive) firewalling included.
Secure SSL connection (https)	Yes
Platform Username & Password encryption	Yes

## 6 Monitoring

Monitoring Service Level Objectives	
Timeframe	24/7/365
Monitoring system	Microsoft System Center Operations Manager
Automatic alerts to Support Team	Yes

## 7 Maintenance & updates

Copaco is entitled to perform Maintenance. Maintenance includes, but is not limited to, the following activities: identifying trends, solving frequent Problems and connected relations and causes of Problems and optimization of the service in response to these signals, installing upgrades and patches and performance optimization.

### 7.1 Maintenance window

Copaco strives to perform maintenance within the specified maintenance windows.

Maintenance Service Level Objectives	
Category 1: Maintenance with no expected impact on availability and performance on the Platform	Monday to Sunday 00h00 – 24h00 CET
Category 2: Maintenance with expected impact on availability and performance on the Platform	Monday to Sunday 23h00 – 06h00 CET
Category 3: emergency Maintenance	Preferably within the category 1 or 2 timeframes, but Copaco may deviate from this if considered necessary.
Maintenance annunciation	<a href="https://partner.2tcloud.com">https://partner.2tcloud.com</a> or <a href="https://2tcloud.supportcenter.services/">https://2tcloud.supportcenter.services/</a>
Category 1: annunciation period	7 days in advance
Category 2: annunciation period	14 days in advance
Category 3: annunciation period	In advance if possible

It is at Copaco's sole discretion to determine the category of the maintenance activities.

Should the Customer have important reasons not to have the Maintenance performed at the announced date and timeslot, Customer can submit a request for postponement to the Partner, which will inform Copaco. Copaco will take the request into consideration but reserves the right to still perform the maintenance according to the announced planning.

Downtime caused by Maintenance and Urgent Maintenance is not included in the downtime calculation (Availability and compensation).

## 8 Compensation regulation

Not applicable. The Platform is provided on a best effort basis. Downtime of the Platform does not affect the availability or performance of any Cloud Service used by Customers.