

Catalyst Cloud Service Terms (the “Service Terms”), Version 1.4, 12
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1. Terms applicable to all Cloud Services

- 1.1 Your access to and use of the Cloud Services is governed by the Catalyst Cloud Terms and Conditions. Provisions of this document shall be read as far as possible so as to preserve the effect of the Catalyst Cloud Terms and Conditions. Where inconsistency remains, the provisions of the Catalyst Cloud Terms and Conditions shall prevail over the provisions of this document. Capitalised terms used but not defined in this document shall have the meanings ascribed in the Catalyst Cloud Terms and Conditions.
- 1.2 We may amend the Service Terms from time to time by notifying You in accordance with clause 20 of the Catalyst Cloud Terms and Conditions. By using any of the services mentioned in the Service Terms after the notification of the new version, You agree to be bound by the new version.
- 1.3 As part of the ongoing maintenance of the Catalyst Cloud, We may need to apply patches or upgrades, or perform other maintenance activities on the Cloud Services. We will use reasonable efforts to provide You with notice of scheduled maintenance, with the exception of emergency maintenance. You agree to use reasonable efforts to comply with our maintenance requirements.
- 1.4 In using the services, You will comply with the current technical documentation (such as the latest API specifications) applicable to the services, which may be updated by Us from time to time as the service evolves. We will notify You about these changes in accordance with clause 17 of the Catalyst Cloud Terms and Conditions.
- 1.5 **Shared security and data protection**
 - a. Customers build their systems and store their data on top of the Catalyst Cloud. As a result, the security responsibilities are shared.
 - b. Catalyst is responsible for the security of the underlying cloud infrastructure, which includes its physical premises or regions, hardware, network, cloud software and the Cloud Services (such as compute, storage, network, orchestration).
 - c. Catalyst will implement reasonable measures to secure the Cloud Services against accidental or unlawful loss, access or disclosure.
 - d. The Customer is responsible for security in the cloud, which includes identity and access management, operating system, network configuration, network traffic protection, firewall configuration, applications, systems, customer data (including client or server side encryption) and backups.
 - e. The Customer is responsible for taking appropriate steps to backup its data. This includes implementing backup policies, data retention, data encryption and other procedures that are adequate for Your needs. You must maintain at least one copy of Your data outside the Cloud Services.
 - f. The Customer will implement reasonable measures to secure its Data and Information Systems against accidental or unlawful loss, access or disclosure.
- 1.6 You are responsible for ensuring that the architecture You implement on our cloud gives Your applications the level of availability and fault tolerance that they require.

2. Terms Applicable to specific Cloud Services

2.1 The following sub-clauses apply only to the specific services to which they relate.

2.2 Identity Management

- a. Your Catalyst Cloud credentials are private. You are responsible for all activities under Your account, therefore You should take appropriate steps to protect them and exercise caution in sharing them with employees, subcontractors or third party vendors.
- b. You must ensure that any activity under Your account complies with Catalyst Cloud Terms and Conditions.
- c. You must not expose Your Catalyst Cloud credentials publicly.
- d. You can create additional credentials for people or applications and grant them permission to perform actions on your behalf. When you do so, you are responsible for their actions and for ensuring they also comply with the Cloud Terms and Conditions.

2.3 Image Service

- a. You are allowed to upload Your own media or machine images to our image service. You must only use content, data or software that is public domain, owned by You, or that You hold a valid license for and You must comply with the terms of that license.
- b. You are solely responsible for the costs associated with the content, data or software You use and for providing any information required by its licensors.
- c. You can optionally share machine images You upload with other tenants or publicly. You must exert caution not to share any data, content or software that is and should remain private or confidential.
- d. You must exert caution when using machine images provided publicly, and ensure that they are safe and fit for Your purpose.
- e. We provide several pre-configured machine images that can be used by You. The use of these images do not create an obligation on Catalyst to provide You with system administration or managed services. They are provided solely for Your ease of use and the conditions of clauses 2.3(a), (b) and (d) still apply.

2.4 Compute Service

- a. You are responsible for operating and managing Your compute instances.
- b. You may request Catalyst or other third party vendors to manage compute instances on Your behalf (Managed Services). You are responsible for granting the service provider the appropriate level of access to Your compute instances. The terms of such Managed Services are not covered by the Service Terms.
- c. To enhance the availability of our compute service, when a server failure is detected, our cloud automatically migrates and restarts the compute instances on a healthy server. To benefit from this feature, Your application must be configured and prepared to start automatically and resume its normal operation at boot time and your guest operating system to respond to ACPI power events.
- d. You must ensure that Your application is resilient to compute instances being rebooted to avoid data loss. We are not liable for any damages, losses, or any other consequences resulting from restarting compute instances.
- e. **Service Level Agreement (“SLA”) for Compute Instances:**
 - (i) We will use commercially reasonable efforts to make Compute Instances available 99.95% of the time (maximum of 21.56 minutes of downtime per month, excluding planned maintenances). The availability of compute instances is measured by our monitoring service at the hypervisor level.
 - (ii) The availability of a compute instance on a given month is calculated by dividing the time in minutes the virtual machine was up by the total number of minutes in the month.
 - (iii) If We fail to meet this SLA and the failure adversely affects Your compute instances (virtual machines), You will be entitled to a credit of 5% of Your monthly recurring fee for the affected compute instances per hour of outage, up to 100% of Your monthly fee for the affected compute instances.

2.5 VPN as a Service (beta)

- a. **Service Level Agreement (“SLA”) for VPN as a Service:**
 - (i) The VPN service is currently in beta and supported on a best endeavours basis.

2.6 Genie platform (beta)

- a. Web applications launched by Genie require a name. This name will be used to generate a URL or domain name. You are not allowed to use the name of another person or organisation with the intent to impersonate that person or organisation, or to use a name subject to any rights belonging to another person or organisation without their approval. Catalyst reserves the right to refuse the registration or cancel name in its discretion.
- b. The Genie Platform provides templates of pre-configured web applications that can be launched and managed by the service. These templates are provided on an “as is” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. You are responsible for ensuring that these templates are safe and fit for Your purpose.
- c. The web application templates provided by Genie contain open source software components which are licensed under the terms of the applicable open source software licenses and not this Agreement. You must comply with the terms of the licence.
- d. You are allowed to upload Your software or code to the Genie Platform. You must only use content, data or software that is public domain, owned by You, or that You hold a valid licence for and You must comply with the terms of that licence.
- e. Catalyst is responsible for operating the underlying cloud infrastructure and platform used to run your web applications. You are solely responsible for the application, including its source code, being executed by the service. Catalyst is not responsible for incidents caused by the application, including but not limited to bugs or security issues.
- f. Automatic core upgrades are not guaranteed to work, in particular when You have customised or modified core software. We recommend you to test and validate core upgrades on a non-production environment first. If automatic core upgrades do not work, You are required to apply your own core upgrades.
- g. **Service Level Agreement (“SLA”) for the Genie Platform:**
 - (i) The Genie Platform is currently in beta and supported on a best endeavours basis.

3. Claiming SLA Credits

- 3.1 Credits must be claimed with Your account manager within 30 days of the failure. You must show that your use of the Services was adversely affected as a result of the unavailability to be eligible for the credit.
- 3.2 Credits will not be carried forward to future months.
- 3.3 You will not be entitled to a Credit if you are in breach of the Service Terms or the Catalyst Cloud Terms and Conditions (including your payment obligations).

4. SLA Exclusions

- 4.1 You are not entitled to a Credit if the unavailability of the Services result from:
- a. Your misuse of the Services;
 - b. a suspension in accordance with clause 13 of the Catalyst Cloud Terms and Conditions;
 - c. factors outside Our control, including (without limitation) a Force Majeure event as described in clause 16 of the Catalyst Cloud Terms and Conditions;
 - d. a scheduled maintenance that You were notified about according to clause 1.1 of the Service Terms.