Cloud DevOps/System Services Policy

Genera Introduction

The following document explains the services policy for the Hetzner cloud devops/system services, in terms of technical responsibilities and flow of service according to the subscription type and limitations. The following terms are used along this document:

- Customer - The business entity which is signed on the subscription agreement
- Service Provider - The cloud services provider - Maor Systems
- XenCloud - a service/brand owned and operated by the service provider (Maor Systems)
- Subscription - Refers to the service agreement/subscription signed with Maor Systems
- CSP - Refers to the Customer Service Portal (CSP) provided by Maor Systems
- Cloud - Refers to Hetzner Cloud Services
- Engineer - Refers to any engineer/service providers by Maor Systems
- Cloud Resource - Refers to any cloud resource created on Hetzner cloud
- Included Services - Refers to the included services provided as part of the subscription
- Professional Services - Refers to any service that is not included as part of the subscription
- TAM - Technical Account Manager
- External Backup - Refers to the ability to backup information on a third party cloud backup location

General Terms

The following are general terms of service - with regard to any other term/condition on your subscription agreement.

- Subscription is provided on a timely obligation basis measured in months - the minimum obligation period is three month
- Subscription cancellation can be done under the following conditions:
  - Notice was done via email and/or CSP case
  - Notice was not laterer than the 15th day of the month
  - Subscription will be valid until the end of the month
  - Cancellation can not take place within the minimum subscription period of three month
- Service provider will provide an account and access for CSP for the customer
- Customer is responsible for supplying payment methods for Hetzner cloud or any other third party cloud provider/services
- Service provider reserves the right to decline requests taht fall outside its scope of expertise or those potentially affecting other services
- Subscription is bound to the below mentioned limitation of liability terms

Limitation Of Liability and Jurisdiction

Service Provider shall not be held liable for any failures, outages, disruptions, or data losses caused by Hetzner Cloud and/or Customer’s infrastructure, or any third-party services. Customer acknowledges and agrees that service provider has no control over Hetzner Cloud's operations and, therefore, assumes no responsibility for any service-related issues originating from Hetzner. In the event of litigation, service provider’s liability shall be strictly limited to the total sum paid under invoices from the last three (3) months preceding the dispute. Customer assumes full responsibility for any third-party claims related to proprietary or copyright infringements and agrees to indemnify service provider

within 14 days upon formal request. Customer agrees to indemnify, defend, and hold harmless (including attorneys' fees) the Service Provider from all claims, liabilities, damages, costs, or expenses arising out of the Customer's use of services.

This agreement is bound to the jurisdiction of the court of law of Tel-Aviv (Israel) and it’s laws will govern this agreement.

Software Licensing

Service provider will primarily employ open source software unless explicitly requested otherwise by customer. Should licensed software be required at the customer’s request, customer assumes full responsibility for obtaining necessary licenses and any associated fees. Customers must secure all appropriate rights to ensure continued access to required software versions throughout their subscription term. The customer is responsible for all licenses required and exempts service provider from all responsibility and/or licensing advisory whatsoever. If not stated otherwise service provider is assuming that customer has licensed the required software and/or has obtained a BYOL (bring you own license) for any licensed software.

Technical Account Manager (TAM)

The technical account manager is a single point of contact provided by Maor Systems in order to provide faster project management and support resolution. Not all subscriptions include TAM services. The existence of a TAM is notes on the agreement/quotation if signed on. If your account/subscription has no TAM assigned as sign-up, one can be assigned later depending on the customer’s acceptance of a new/different quotation. In any case, the existence of a TAM will not affect SLA times or limitations.

Secrets Management

Secrets are any useful key/password that is needed to provide fluent services and support, any secret and/or password will be kept in a secret vault which is internal to Maor Systems. Without having the secrets kept internally Maor Systems is impacted on it’s efficient way to provide support.

In any case, password will never be provided back to the customer verbally or freely. If customer needs a password it will only be given by a secret link as a response to a support case request.

Included Services

The following section lists the services included as part of the agreement/subscription, which also represent the scope of work (SOW). Any service/request other than the below listed services will be considered as a professional service and will be priced separately as quoted in the subscription agreement.

Service Category/Subject	Included Activities/Actions/Requests
Cloud Services	• Creating/Removing Cloud Accounts and/or Users (Hetzner Console and/or CSP) • One time Teams CSP Introduction • Adding/Removing VPN Users
Networking Services	• Creating/Updating Firewalls/Rules • Creating/Changing/Removing Networks/Subnets • Adding/Removing Floating IPs

Virtualization/Compute Services	• Creating New VM
	• Changing VM Class (CPU/RAM/Storage)
	• Creating/Attaching/Detaching/Resizing Volumes
	  ◦ On Linux: Formatting the file system as EXT4/XFS
	  ◦ On Windows: Formatting the drive as NTFS
	• Configuring Backups/Restoring From Backups

Object Storage	• Creating/Removing Object Storage Buckets
NFS Shares (StorageBox)	• Creating/Changing/Removing Storage Boxes • Attaching/Detaching from VMs
Load Balancers	• Creating/Removing Load Balancers • Updating NLB Services (Heartbeats and ports) • SSL Certificate Creation/Management is Excluded - Customer must provide SSL certificates
Physical (Bare-Metal) Servers	• Adding/Canceling Physical Servers • Reinstalling Operating Systems • Managing vSwitches (inner-cloud physical-virtual connectivity)

Bare-metal servers have a minimum of one month commitment and sometimes require initial setup fees as well, as offered from time to time by the cloud. Plus, not all physical servers are available at all times.

VPN & Secure Access

Upon sign-up and subscription creation, the customer is entitles to a VPN server creation which will ensure that all communication between the cloud environment and its clients is secure. The VPN services includes (but not limited to) both site-to-site tunnels and client/server tunnels/access. When using a client/server access, clients will need to install a VPN client software. In any case, Maor Systems will be responsible for the cloud side of the tunneling and network routing. Any technical activity on the customer's side (e.g. any networking device and or definition) is not coverd.

Service Levels Definition

The service levels are categorized by both the subscription type and the support case severity. CSP users which are subject to an approval would be automatically switch to pending approval until a CSP user with the "approver" permission will approve the support case. This is useful as a quick change management tool. There are four severity types:

Severity Level	Description
P-4	General Questions - This would be the less important support case which is used for general accounting/payments/inquiries.
P-3	Technical Request (Without Production Impact) - This would be used for any technical changes that needs to be done without any impacts or any denial of service.
P-2	Technical Request (Production Impacted) - This would be used to raise an issue where production is impaired but there is still business continuity.

P-1	Technical Request (Production Down) - This would be used if the production resource is not/not-available and there is denial of service

In case the support request is pending an approval - the times before the approver has approved the case will **not** be measured as SLA times.

Service Response Times

The following list shows the service initial response times according to the subscription:

Subscription Name	Case Severity	Initial Response Time
Platinum Support	P-4 / P-3	Not later than 24 hours since case opened and/or approved.
	P-2	Not later than 12 hours since case opened and/or approved
	P-1	Not later than 4 hours since case opened and/or approved
Gold Support	P-4 / P-3	Not later than 24 hours since case opened and/or approved
	P-2	Not later than 12 hours since case opened and/or approved
	P-1	Not later than 8 hours since case opened and/or approved
Silver Support	P-4 / P-3	Not later than 24 hours since case opened and/or approved.
	P-2 / P-1	Not later than 16 hours since case opened and/or approved.

The above response times are bound to the following quantitive limitations. These limitations are counted on a monthly basis.

Subscription Name	Quantitive Monthly Limitations
Platinum Support	• Maximum of ten (10) P-1 support cases • Maximum of twenty (20) P-2 support cases • Maximum of fifty (30) P-3/P-4 support cases • Four (4) hour(2) of professional services included (per month)
Gold Support	• Maximum of five (5) P-1 support cases • Maximum of fifteen (15) P-2 support cases • Maximum of thirty (30) P-3/P-4 support cases • Two (2) hour(s) of professional services included (per month)
Silver Support	• Maximum of eight (8) P-1 support cases • Maximum of ten (10) P-2 support cases • Maximum of thirty (30) P-3/P-4 support cases • Two (2) hours of professional services included (per month)

The listed limitations will be applied as a default to the subscription agreement unless specified differently in the signed agreement/quotation/offer.

Service Requests as Instruction

As a general rule along this agreement, any support case and/or professional services request will be seen as a direct technical instruction given by customer. Service provider is serving as a “technical hand” or a consultant that helps customer technically perform the required task while advising for best practices and recommending for alternative solutions or better technical methods of working.

Professional Services - General Notes

As mentioned above any service which is not included in the included services is considered a professional service and is billing hourly (the price is quoted in the agreement and not in this scope). Any requirement for professional service will be submitted in the CSP and is bound to the following terms:

- Any request will be approved by Maor Systems engineers first
- Once approved by Maor Systems, the request will then be subjected to the customer’s approval
- The prices will be visible on the CSP prior to the customer’s approval
- Customer may pause/terminate any professional service request at any time
- Any billable hours done/reported prior to cancellation will be reported and be payed as agreed/signed in the agreement
- All professional services requests and/or efforts has no SLA terms and is not bound to any timings or SLA response times

Maor Systems may not approve any request as long as it exceeds it’s area of expertise or will impact service/support options. In any case Maor System’s approval is second to customer and is final.

External Backup

In many cases customer may choose to work with third party backup locations (e.g. cloud storage). While Maor Systems will do it’s best to enable communications and efficient work with third party locations, the sole responsibility of the data and/or technical efficiency and/or payment/billing will be the sole responsibility of the customer.

Force Majeure Declaration

For purposes of this agreement, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of a party, including but not limited to natural disasters (e.g., earthquakes, floods, storms), war, terrorism, civil unrest, strikes, lockouts, government restrictions or regulations, pandemics, epidemics, cyberattacks or any other event that could not have been reasonably foreseen or prevented by the affected party (a "Force Majeure Event"). Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than the payment of money) if and to the extent that such failure or delay is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall promptly notify the other party of the occurrence of the Force Majeure Event, providing reasonable details of the nature and expected duration of the event.

Confidentiality and Non-Disclosure

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of this agreement and shall not disclose such information to any third party without prior written consent.