Introduction

An important thing to consider when using any cloud product with personal information is that the organization who transfers the personal information to the 3rd party (cloud provider) remains accountable for that data. It is the responsibility of the data transferring organization to perform due diligence to ensure that they are comfortable with the security and redundancy of the cloud provider’s platform. This process in itself becomes a partnership between the data transferring organization and the cloud provider.

Partnering with Cloud-A for Private Data Security

Cloud-A prides ourself on enabling our partners and customers to offer high performing, highly secure, Canadian resident solutions. In addition to maintaining bulletproof infrastructure, we work closely with our partners and provide them with the tools to ensure that their cloud infrastructure is secure.

Canadian Data Residency

Cloud-A Commitment

All Cloud-A physical infrastructure, systems, offices, employees and ownership are in Canada. Always. No client data will ever be moved without notification. Cloud-A’s office and primary data centre facility is located in Halifax, Nova Scotia, Canada.

Partner Responsibility

To ensure that client data is always resident in Canada, it is the partner's responsibility to ensure that their data is organized and accounted for within their Cloud-A infrastructure. It is important to be aware of multiple copies of data that you may have previously stored on another non-Canadian cloud provider’s infrastructure.

Security

Cloud-A Commitment

- Cloud-A operates in a TIA 942 Tier III data centre which is equipped with complete physical security: perimeter alarms, biometric authentication, CCTV monitoring and historical 30+ day records.
- Cloud-A provides our partners with all of the tools to setup secure networks with our virtual private networking.
- All client networks are fully encrypted and segregated.
● All virtual servers are individually contained and segregated with both a hypervisor and AppArmor which limits the data access ability of a VM to only that VM’s specific data.

**Partner Responsibility**

Partners are responsible for using unique, secure passwords on their instances, encrypting their drives, creating and managing secure virtual private networks, performing updates and patching as required, and monitoring and auditing their instances.

**Redundancy**

**Cloud-A Commitment**

● Cloud-A only operates redundant, enterprise class infrastructure (storage, servers and networking) and software capable of live migration and automatic failover within the data centre
● Cloud-A’s Data centre has multiple upstream data and internet connections to Tier 1 carriers and providers, 2N In-line UPS system, high-capacity Uninterruptible Power Supplies, 3 phase 120-208 V K-13 PDUs, state-of-the-art fire suppression systems, and multiple backup diesel generators with extended on-site fuel storage (72 hours+)

**Partner Responsibility**

Cloud-A partners are responsible for properly backing up the data that resides on their virtual infrastructure.

**Reliability**

**SLA**

**Definitions**

The following terms have the meanings set forth below when used in this SLA:

**SLA**: Service Level Agreement between Cloud A and the customer.

**Cloud Server**: Virtual elastic server with a mix RAM, CPU and Disk resources, running Linux or Windows, paid by the hour and controllable via the Web Control Panel or the compute API.
**Cloud Storage:** Virtual disk for persistent object storage, accessible and controllable via the Web Control Panel or the storage API.

**Web Control Panel:** The Cloud A dashboard provided at [https://dash.clouda.ca/](https://dash.clouda.ca/) where clients may log in to manage their services.

**Scheduled Maintenance:** Planned periods during which Cloud A’s operations teams will execute maintenance tasks on the server, storage or network infrastructure, to update, correct or secure it. Scheduled maintenance periods are subject to prior notification to customers by email or through messages displayed in the Web Control Panel. Emergency Maintenance: Maintenance windows that may be set for which Cloud A provides customer Notification at least four (4) hours before the beginning of an emergency maintenance window and identifies the service impacting reason for the maintenance.

**Notification:** A message displayed in the Web Control Panel or sent by email, with important information regarding a maintenance operation (scheduled or emergency).

**Maintenance Window:** A period, identified by a date, start and stop time, during which maintenance operations will be carried by Cloud A’s operations teams. Maintenance operations will only be initiated at the start time and will be completed on or before the stop time.

**Force Majeure:** Extraordinary event or circumstance beyond the control of Cloud A, such as a war, strike, riot, crime, or an event described by the legal term act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), that prevents Cloud A from fulfilling its obligations under the general terms and conditions.

**Acceptable Use Policy**

Compliance required by both parties to the use of Cloud A Services, as described in [https://www.clouda.ca/other/tos/](https://www.clouda.ca/other/tos/).

**General Terms**

Service credit claims must be submitted in writing, within 30 days from the SLA violation to which they refer, via email to support@clouda.ca.

If the parties agree that Cloud A has failed to meet any service level guarantee during any given calendar month, Cloud A will credit the customer’s account with the defined compensation.
Service credits shall apply only to the usage fee paid by the customer over the one-month period under analysis, for the affected services or resources.

The payment of the compensation shall be the customer’s sole and entire remedy from Cloud A for any downtime arising under this agreement.

The customer agrees to correct problems and attempt to minimize the recurrence of problems for which customer is responsible and may prevent Cloud A from meeting the SLA.

A customer is not entitled to receive a service credit in the following cases:

If any downtime was caused by customer initiated actions whether implemented by customer or by Cloud A;

If any downtime was caused by an operating system or application malfunctioning or misuse by the customer and not a failure on the underlying network and physical host infrastructure directly and solely managed by Cloud A;

If any downtime was due to Scheduled Maintenance and within the defined Maintenance Window announced;

If any downtime was due to a Force Majeure event;

If the customer had his account suspended for any day of the month under analysis caused by non-payment of the usage fees;

Downtime due to the acts or omissions of the customer, its employees, agents, third party contractors or vendors;

Any event or condition not wholly within the control of Cloud A and violations of its Acceptable Use Policy.

**Service Level Guarantees**

**Service Availability**

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<th>Max downtime</th>
<th>Compensation</th>
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<tbody>
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Web Control Panel Availability

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</tr>
</thead>
<tbody>
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Cloud-A Status

www.status.clouda.ca

Cloud-A operates a system status page, which can be subscribed to, that provides up to the minute status information about all of Cloud-A’s services.

Resources

Personal Information Protection and Electronic Documents Act

Securing Personal Information: A Self-Assessment Tool for Organizations

Office of the Privacy Commissioner of Canada: Introduction to Cloud Computing