



Service Level Agreement

Service Level Agreement

This document outlines the service level agreement for USERS provisioned with Hosted Services with INFREEMATION.

Master Service Level Agreement

This document contains the Service Level Agreement for INFREEMATION. Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please do not hesitate to contact us.

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SLA Objective

THIS SERVICE LEVEL AGREEMENT (“Agreement” or “SLA”) shall apply to all Hosted Services provided by INFREEMATION expressly as an addendum to the Terms of Service (“TOS”) for each customer/client/consumer/domain/administrator/end user/user (“USER”).

INFREEMATION is committed to providing a highly available and secure network to support its USERS. Providing the USER with consistent access to Hosted Services is a high priority for INFREEMATION and is the basis for its commitment in the form of an SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of INFREEMATION infrastructure. The overall service availability metric is measured on a monthly basis.

Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

Available or Availability

When the USER whose account is active and enabled has reasonable access to the Hosted Service provided by INFREEMATION, subject to the exclusions defined in Downtime Minutes below.

Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

Maintenance Time

The time period during which the Hosted Service may not be available each month so that INFREEMATION can perform routine maintenance to maximise performance, introduce new features and install operating system patches, is on an as needed basis. Maintenance Time is always communicated to the customer and agreed in advance unless urgent.

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Downtime

The total number of minutes that the USER cannot access the Hosted Service. The calculation of Downtime Minutes excludes time that the USER is unable to access the Hosted Services due to any of the following:

- (a) Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions
- (h) USER's acts or omissions
- (i) Anything outside of the direct control of INFREEMATION, for example but not limited to issues with the Internet such as routing, third party hardware failures, DDOS attacks, third party software bugs and hostile acts

INFREEMATION Network

The network inside of INFREEMATION border routers.

Response Time

The time period after INFREEMATION's confirmation of the Service event, from receipt of the information required from the USER for INFREEMATION's Support Team to begin resolution and open a trouble ticket in INFREEMATION's systems. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, INFREEMATION shall use a reasonable method to provide USER with a progress update.

Affected Seats

INFREEMATION's Hosted Service are provided in a multi-tenant architecture where seats of a USER's domain may be extended across numerous servers. USER may obtain remedy only

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for affected seats residing on the server experiencing Downtime exceeding the SLA.

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Maintenance Notices

INFREEMATION will communicate the date and time that INFREEMATION intends to make the Hosted Services un-Available via the front page of the support web site at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where INFREEMATION needs to interrupt the Hosted Services without notice in order to protect the integrity of the Hosted Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to our website soon after or during the change.

Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

Planned Maintenance

These are change control's being done to:

- Support on-going product and operational projects to ensure optimal performance
- Deploy critical/non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to INFREEMATION, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

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Compensation

Unless the customers requirements are different compensation is offered as credits against lost service. For every hour of lost service an additional three hours are added to the contract duration.

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USER Responsibility

Minimum Requirements

The required configurations USER must have to access the Hosted Services include:

- Internet connection with adequate bandwidth
- Modern and up to date Internet Browser
- Vendor supported desktop or mobile operating system.

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Service Levels

Term of the Service Level Agreement

This Service Level Agreement shall only become applicable to the Hosted Services upon the later of (a) completion of the “stabilisation period,” as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the provisioning of Hosted Services.

Measurement

INFREEMATION uses a proprietary system to measure whether the Hosted Services are Available and the USER agree that this system will be the sole basis for resolution of any dispute that may arise between the USER and INFREEMATION regarding this Service Level Agreement.

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

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Response Time

Our support desk is operated 24/7. During office hours you can email or telephone. Outside of office hours you can email or telephone the on-call support agent.

The response time per incident will vary upon the degrees defined below:

Category	Criteria	Acknowledgment of Your Issue	Fix Target
1	Unplanned interruption rendering the Services unavailable; no work-around	30 Minutes	2 Hours
2	Unplanned interruption rendering the Services unavailable; work-around available	30 Minutes	4 Hours
3	Services are unavailable for a single User or small percentage of USER affected	30 Minutes	8 Hours
4	Intermittent problem	30 Minutes	12 Hours
5	Other	30 Minutes	24 Hours

For the purposes of this SLA, 'Acknowledgment of Your Issue' is defined as INFORMATION sending you confirmation that your issue has been logged and is being addressed. This will either be in the form of an email from a staff member or helpdesk, or verbal communication if the issue was reported over the phone.

'Fix Target' is the length of time we aim to resolve the issue within unless its covered within the downtime list above.