

Designed 4 Work Service Level Agreement

Last updated November 3rd 2015

The following Service Level Agreement (hereinafter the « SLA ») applies to the availability of the Designed 4 Work Service pursuant to the agreement entered into by and between Designed 4 Work and Customer (hereinafter the « Agreement »).

1. Service Level Agreement

- 1.1. **Availability commitment** - During the Term of the applicable Agreement, Designed 4 Work will ensure that the Service web interface will be operational and available at least 99,9% of the time in any calendar month (as below defined « Monthly Uptime Percentage »).
- 1.2. **Service Credit commitment** - If Designed 4 Work does not meet the above availability commitment, and if Customer meets its obligations under this SLA and the Agreement, Customer will be eligible to receive the Service Credits as defined below.
- 1.3. **Sole and exclusive remedy** - The below states the Customer's sole and exclusive remedy for any failure by Designed 4 Work to comply with clause 1.1 above.
- 1.4. **Updates** - Designed 4 Work may modify this SLA under the same terms as stated in the Agreement.

2. Availability definition and calculation

- 2.1. « **Covered Services** » means the Services subscribed as part of the Agreement, as they are described in the Documentation of such Services at the time the availability is measured, except these that expressly exclude this SLA as stated in the Documentation of such Services.
- 2.2. « **Downtime** » means, for a Customer, if there is more than 5 (five) percent of its Customer End Users facing a Service Unusable issue for the Covered Services as defined in the Technical Support Services Guideline. This unavailability is measured based on server side confirmed error rate.
- 2.3. **Downtime exclusion** - Are expressly excluded from the above, downtime or performance issues caused by
 - (a) Scheduled Maintenance
 - (b) factors defined as « Force Majeure » in the Agreement,
 - (c) non-compliance by Customer to the requirements of the Supported Platform
 - (d) Customer's equipment or software downtime or performance
 - (e) third party software or equipment defect, such as but not limited to, Google Apps Services or APIs
 - (f) use of the Service not compliant with the Agreement or the Documentation.
- 2.4. « **Monthly Uptime Percentage** » means the ratio calculated as :

$$\frac{\text{TotalMinutes} - \text{DowntimeMinutes}}{\text{TotalMinutes}}$$
 where - TotalMinutes is the number of minutes in a calendar month, and
 - DowntimeMinutes is the number of minutes of Downtime suffered in a calendar month.

3. Service Credit calculation

- 3.1. « **Service Credit** » means the number of days of Service equal to : $15 \times (\text{DowntimeMinutes} / \text{TotalMinutes})^{1/3}$ resulting in a service credit that scales from 1.5 to 15 days.

4. Service Credit procedure

- 4.1. **Customer must request Service Credit** - In order to receive any of the Service Credits described above, Customer must notify Designed 4 Work within 30 (thirty) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.
- 4.2. **Designed 4 Work will apply Service Credit** - The Service Credits will, at the sole discretion of Designed 4 Work, be applied to the Customer either (a) as days of Service added at the end of the Service Term, at no charge to the Customer, thus moving the Renewal Date forward or (b) as a monetary credit note equal to the Service Fee prorated to the number of days of Service calculated in accordance with 3.1, and issued by Designed 4 Work or the Reseller from which the Services were subscribed.

5. Definitions

The capitalized terms not defined within this SLA have the meaning defined in the Agreement.