



# Service Level Agreement

*Date last modified: 30/06/2018*

This Communic8 Service Level Agreement ("SLA") between Communic8 Group Pty Ltd, Inc. ("Communic8", "us" or "we") and users of the Communic8 Platform Services ("you", "your") governs the use of the Communic8 Platform under the provisions of the Communic8 Terms of Use (the "Terms").

Unless otherwise provided herein, this SLA is subject to the provisions of the Terms.

## Communic8 service commitment: 99.95% uptime

Communic8 will use commercially reasonable efforts to make your Communic8 Platform Services running in your dedicated environment available with a Monthly Uptime Percentage of at least 99.95% during any monthly billing cycle (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

## Definitions

"Maintenance" means scheduled Unavailability of the Communic8 Platform Services, as announced by us prior to the Communic8 Platform Services becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Communic8 Platform Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Service Credit" means a credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.

"Unavailable" and "Unavailability" mean, your dedicated Communic8 Platform Services instance is not running or not reachable due to Communic8's fault.

## Service commitments and service credits

Service Credits are calculated as a percentage of the total charges due for your Communic8 Platform Account fees during the monthly cycle in which the Unavailability occurred, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.95% but equal to or greater than 95.1%, you will be eligible for a Service Credit of 10% of your monthly Platform fees
- For Monthly Uptime Percentage less than 95.1% but equal to or greater than 90%, you will be eligible for a Service Credit of 20% of your monthly Platform fees
- For Monthly Uptime Percentage less than 90%, you will be eligible for a Service Credit of 100% of your monthly Platform fees

- We will apply any Service Credits only against future payments for the Platform Services otherwise due from you. Service Credits will not entitle you to any refund or other payment from Communic8. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

## Sole remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Platform Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

## Credit request and payment procedures

To receive a Service Credit, you must submit a claim by emailing support@communic8.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming; and
- logs that document the errors and corroborate your claimed outage

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

## SLA exclusions

The Service Commitment does not apply to any Unavailability:

1. That results from a suspension or termination of your Platform Account based on you violating our Acceptable Use Policy;
2. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Communic8 network;
3. That results from any actions or inactions of you or any third party;
4. That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
5. That results from failures of our Platform Services not attributable to Unavailability; or
6. That results from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.