

# HostedBizz Cloud Technology Service Level Agreement



## Service Level Agreement

This Service Level Agreement ("SLA") between HostedBizz Incorporated ("HostedBizz"), and the user ("Customer") of HostedBizz's services ("Services") sets forth the service level terms and conditions and is an integral part of the Agreement.

This SLA defines the terms of HostedBizz's responsibility with respect to the Services that HostedBizz provides and Customer's remedies in the event that HostedBizz fails to meet these Service Commitments. This SLA and the SLA Credits set forth herein represent HostedBizz's sole obligation and Customer's sole remedy for failure to meet such Service Commitments.

The SLA is binding only for the Customer and HostedBizz and does not apply to any Third Parties, including Customer End Users.

This SLA shall enter into force on the effective date of the customer Contract and shall end with the termination of the Contract to which it relates. HostedBizz, in its sole discretion, reserves the right to change or replace the SLA during the course of the Contract at any time. Any changes made to the SLA shall always enter into force for an indefinite period of time or until the next change or replacement.

### SLA for operational functionality

HostedBizz will make every reasonable effort to ensure maximum availability of the services contracted by the Customer and, at the same time, the observance of the following operational functionality parameters:

A) Resources of the Data Center via which the Service is provided

- 100% uptime on an annual basis for electricity and cooling;
- the switching off of the services contracted by the Customer caused by a general lack of the power supply and/or air conditioning is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due credit determined in accordance with Article A of this SLA.
- 99.95% uptime on an annual basis and accessibility via the Internet to the virtual infrastructure created and allocated by the Customer.
- the complete inaccessibility of the contracted

services for a total time longer than that determined by the Uptime guaranteed parameter by HostedBizz is a malfunction for which, on the basis of its duration, by way of compensation, the Customer will be due credit according to Article A of this SLA.

### Virtual infrastructure created and allocated by the Customer

- 99.99% uptime on an annual basis, for the availability of physical nodes (servers) hosting the virtual infrastructure;
- the failure of the virtual infrastructure created and allocated by the Customer - for a total time longer than that determined by the Uptime guaranteed parameter by HostedBizz - caused by failures and/or anomalies of the afore-mentioned physical nodes is a malfunction for which, on the basis of its duration, by way of compensation the Customer will be due credit according to Article A of this SLA.

## Service Level Agreement

The goal of HostedBizz is to provide Service Availability twenty-four hours per day, seven (7) days per week (referred to as "24x7 Availability") EXCEPT during times of Service Maintenance as set forth below.

HostedBizz shall use reasonable efforts to achieve the target Service Availability Goal of 99.99% network uptime except during scheduled Service Maintenance ("Service Commitment").

Whilst Customer's are free to monitor network uptime on their systems and other monitoring services, HostedBizz proactively monitors network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime.

Time for planned maintenance is not counted in the Uptime calculation. Planned maintenance concerns activities regularly carried out by HostedBizz to maintain the functionality of the Data Center resources by means of which the Service and the physical nodes that host the virtual infrastructure is provided; both ordinary and extraordinary.

The implementation of the maintenance operations will be communicated to the Customer by HostedBizz with at least 48 hours notice by email sent to the email addresses indicated in our customer records.

HostedBizz is committed to making every reasonable effort to carry out the planned maintenance tasks at times with minimal impact to the Customer's virtual infrastructure.

## Service Issue Reporting

Any failures and/or faults with respect to the contracted services shall be reported by the Customer by opening a ticket on the following service page:

<http://hostedbizz.com/submit-a-ticket/>

Primary incident reporting is done via our Customer Ticketing System (powered by Zendesk). Through this system customers have access to all tickets related to the customers' account, both open and completed, as well as current information and historical information.

Failures or faults can also be reported by the Customer to the HostedBizz support service 24 hours a day. Any reports received will be promptly forwarded to HostedBizz technical support.

For the purposes of calculating SLA service credits referred to in Article A, only malfunctions also confirmed by HostedBizz's monitoring system will be taken into consideration.

Monitoring by HostedBizz is carried out using specific software packages that detect and indicate any failures or faults by notifying the support service which operates 24/7, 365 days a year.

## Financial Penalties for SLA Violations

For the purposes of this SLA, HostedBizz awards the customer, by way of compensation, with credit equal to the amounts shown in Article A.

Listed below are the conditions in the presence of which, despite the occurrence of any malfunction, the Customer is not due any compensation provided by the SLA:

- due to a Force Majeure, i.e. events that, objectively, would prevent HostedBizz's staff from intervening to perform the tasks set out by the Contract which are HostedBizz's responsibility (merely by way of example and not exhaustive: strikes and demonstrations which block communication routes; road accidents; wars and acts of terrorism, natural disasters such as flooding, storms, hurricanes, etc.);

## Ticket Response Goals

SLA goals and objectives are documented in Article B

## Limited Liability

In no event shall either party's aggregate liability arising out of or related to this agreement, whether in contract, tort (including negligence) or under any other theory of liability, exceed the amounts actually paid by customer hereunder in the three months preceding the incident giving rise to liability.

Furthermore, in no event shall either party have any liability to the other party for any lost profits or for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss) however caused and, whether in contract, tort (including negligence) or under any other theory of liability, whether or not the party has been advised of the possibility of such damages.

Notwithstanding the generality of the foregoing, no limitation of either party's liability set forth in this agreement shall apply to (i) damages arising from a party's breach of its confidentiality obligations, (ii) damages arising from infringement and/or misappropriation of a party's intellectual property rights; or (iii) any claims for non-payment.

## Article A

HostedBizz is committed to the provision of reliable services and infrastructure.

Our target availability for our physical servers is 99.99%. Target availability time is calculated on a monthly basis and is impacted by Power, Network and availability to the contracted services.

Upon failure of meeting the SLAs as outlined above, customers will be credited 10% of their monthly costs for that specific service for that specific month that the outage took place for every 0.5% that availability falls below the standard, to a maximum of 50% of that particular services monthly fee to the customer. These credits are summarized in the table below.

Outage time is calculated from the time of the initial customer ticket to the time when power and or network availability have been restored to our physical servers.

Monthly Availability %	HostedBizz Billing Credit
99.99%	Not Applicable
< 99.99% to 99.5%	5%
< 99.5% to 99.0%	8%
< 99.0% to 98.5%	10%
< 98.5% to 98.0%	20%
< 98.0% or less	30%

To be awarded the credit the Customer must contact HostedBizz by opening a ticket on the website:

<http://hostedbizz.com/submit-a-ticket/>

Tickets must be raised within 10 days from the end of the Malfunction.

Credits awarded by HostedBizz will be issued by crediting the customer account.

## Article B

HostedBizz is committed to the provision of reliable services and infrastructure.

Our Support Centre is open 24x7x365. Product support tickets are managed by priority. Our target response times are illustrated in the table below.

Severity	Explanation	Response Goal	Resolution Goal
<b>Level 1 Emergency</b>	Complete work stoppage. All customer users are effected	30 minutes	3 hours
<b>Level 2 High</b>	Production cloud or cloud dashboard is operational but is slow or performing in an irregular manner. Customer effecting	30 minutes	5 hours
<b>Level 3 Medium</b>	A subset of customers, or a single user is experiencing difficulties or limitations in performance. Customer effecting	30 minutes	6 hours
<b>Level 4 Low</b>	Customer has encountered an issue for which they do not know the resolution. Require technical assistance to help them or to create a work around	30 minutes	8 hours
<b>Level 5 Job Requests</b>	General support at customer requests. Examples may be the creation of a specific template, a vApp, resource changes, billing enquiries etc.	30 minutes	24 hours

Internally, our support team consists of engineers which have different levels of expertise and specialization. Some issues can be responded to more swiftly and many common questions and problems can be resolved immediately.

Outages must be reported through the ticketing system @ <http://hostedbizz.com/submit-a-ticket/>

[support@hostedbizz.com](mailto:support@hostedbizz.com)

phone +1.613.454.5810 xt 2



## Contact Information

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