

## Annex - Service Level Agreement (SLA)

Version 2.0 as of August 2016

### 1. Definitions

In addition to the terms defined elsewhere in the Agreement, the following definitions apply:

- “Availability” means the time during which Circuit is available for access and use, subject to the exclusions described in this **Annex - Service Level Agreement (SLA)**, in particular section 2.
- “Availability Exceptions” means circumstances which are beyond our control and under which Circuit cannot be provided in accordance with our SLA commitments, as outlined below in section 2.1c).
- “Contracted Month” means a full monthly billing cycle during the term of the subscription, as agreed with the Customer as per **Annex – Pricing and Payment Terms**.
- “Downtime” means the total minutes in a Contracted Month during which the entirety of Circuit Core Service is unavailable. The unavailability of individual service features is not counted as Downtime, unless such unavailability renders the Circuit Core Service unavailable or unaccessible.
- “Resolution” means the measures taken to resolve an Incident. A Resolution can also be a workaround.
- “Response Time” means the time between receipt of a service request by the UHD and the time the UHD first responds to that service request, subject to the applicable Service Hours
- “Verified Downtime” means Downtime claimed by the Customer and verified by us, as set forth in this **Annex - Service Level Agreement (SLA)**.

### 2. Availability of Circuit

#### 2.1 General

We will use commercially reasonable efforts to provide Circuit with 99.9% Availability, except for Downtimes within the scope of the following exclusions:

##### a) Scheduled Maintenance

This is Downtime scheduled in advance to install bug-fixes, updates, and to conduct other maintenance work. Scheduled Maintenance will, in general, be done outside times of peak use of Circuit. You will be notified about Scheduled Maintenance in textform at least two (2) days in advance.

##### b) Emergency Maintenance

In urgent cases, Downtime may be scheduled immediately if it is required to prevent or avoid damages, or to install bug-fixes which cannot be delayed until the next Scheduled Maintenance period, e.g. a security fix for a vulnerability that is considered to be “high”. We will attempt to notify you and the other customers, but a shorter notice period than for Scheduled Maintenance may apply.

##### c) Availability Exceptions

These are Downtimes caused by:

- Force Majeure Events;
- Problems, Incidents and Defects caused by you, such as
  - Despite our warnings, continue to use Circuit in a manner that is dangerous or wrongful, in particular if such use violates the [Acceptable Use Policy \(AUP\)](#);
  - Any unauthorized action or inaction from your employees, agents, contractors, or vendors with respect to Circuit, or if anyone gains access to our network by using your passwords or equipment without your permission;
  - Your failure to adhere to any required configurations, platforms, software or hardware;
  - Your failure to follow any applicable policies for acceptable use, including any uses of Circuit that violate the [Acceptable Use Policy \(AUP\)](#).
- Problems, Incidents and Defects caused by third parties's software (including any third party services or software such as browsers that you use) or third parties's hardware (including your network equipment), provided these are not under our control or were not recommended for Circuit;
- Failure of the Internet connection between you and our Point-of-Presence for the data centres providing Circuit;

Also excluded are any downtimes affecting Circuit User accounts that were not subject to a paid-for Service Package at the time of the Incident (including, but not limited to, the FREE service package subscriptions or trial subscriptions for example).

## 2.2 Availability Credits

- a) In the event we fail to meet the availability targets for Circuit for the Contracted Month, you may claim an Availability Credit as per the table below.

You must submit your claim to an Availability Credit through your Customer Contact no later than ten (10) Business Days after the invoice date or, if later, the end of the billing period which is subject to the claim via a service request on Circuit Portal. The service request must contain the invoice and reasonable details on the claimed downtime and the availability level not met.

We will verify with reasonable judgement the claimed Downtime and respond to the claim within ten (10) Business Days, if the claim could be verified by us ([Verified Downtime](#)) and which Availability Credit will be applied.

- b) The following Availability Credits refer to the Service Packages and Package options described in more detail in [Annex - Product and Services Description \(PSD\)](#) and [Annex – Pricing and Payment Terms](#), and will be applied to Achieved Availability Levels:

Achieved Availability Level	Availability Credit per Service Package		
	ENTERPRISE, Package Options	PROFESSIONAL	TEAM
< 99.9 % but > 99.5%	2.5%	-	-
< 99.5% but > 99.0%	5%	2.5%	-
< 99.0% but > 98.5%	7.5%	5%	2.5%
< 98.5% but > 98.0%	10%	7.5%	5%

< 98.0% but > 97.5%	12.5%	10%	7.5%
< 97.5% but > 97.0%	15%	12.5%	10%
< 97.0% but > 96.5%	17.5%	15%	12.5%
< 96.5% but > 96.0%	20%	17.5%	15%
< 96.0% but > 95.5%	22.5%	20%	17.5%
< 95.5% but > 95.0%	25%	22.5%	20%
< 95.0% but > 90.0%	50%	25%	22.5%
< 90.0%	100%	50%	25%

For Package Options, the SLA credits for “ENTERPRISE” apply.

Calculation:

- Availability Credits refer to the invoice of the billing period which is subject to the claim.
- Credited Amount is calculated by multiplying the Availability Credits with the respective invoice amounts for each Service Package and Package Options and taking the sum over these products.
- The Achieved Availability Level is calculated as follows: the difference between (a) the total number of minutes of the Contracted Month less (b) the total number of minutes of the Qualified Downtime, divided by (c) the total number of minutes of the Contracted Month.
- The Qualified Downtime is calculated as follows: Verified Downtime less (a) the total number of minutes of Scheduled Maintenance and Emergency Maintenance of the Contracted Month and (b) the total number of minutes of Availability Exceptions, as defined above.

▪ Example for the calculation of Availability Credit:

- Assumptions:
  - Billing period: May 12 to June 11
  - Invoiced amount for that month: 300 EUR for Circuit Users assigned to the ENTERPRISE Service Package, 200 EUR / PROFESSIONAL, 100 EUR / TEAM, and 100 EUR for Package Options (or USD or other invoice currency)
  - 300 minutes of Qualified Downtime in that billing period (31 days).
- Total number of minutes in the Contracted Month = 31days x 24h x 60mins = 44,640 minutes.
- Achieved Availability Level =  $(44,640 - 300) / 44,640 = 99.32\%$ .
- The resulting Availability Credits are 5% for Circuit Users assigned to ENTERPRISE Service Package, 2.5% / PROFESSIONAL, 0% / TEAM, and 5% for Package Options.
- The Credited Amount calculates as this: 5% of 300 EUR for Circuit Users assigned to the ENTERPRISE Service Package, plus 2.5% of 200 EUR /PROFESSIONAL, plus 0% of 100 EUR / TEAM + 5% x 100 EUR for Package Options = 25 EUR (or USD or other invoice currency).

c) The Availability Credit will be applied to the invoice following our response to availability credit claim. The availability credit cannot exceed 100% of the invoiced amount, nor can availability credits be accumulated over several Contracted Months. There is no refund of Availability Credits for the last two months of the subscription in case the subscription is not renewed.

d) Eligibility:

In order to be eligible for Availability Credits, you must not be

- late with your monthly payments,
- in violation of the [Acceptable Use Policy \(AUP\)](#),
- otherwise in material breach of the [Term of Service \(TOS\)](#)

e) Availability Credits will only be awarded if you have a paid-for subscription to Circuit. Availability credits are not available if you are subscribed to a FREE service package trial subscription, or any other unpaid for test or evaluation subscription .

2.3 Availability Credits are your sole and exclusive remedy with respect to any claim for Defects in Circuit. In particular, no Fees will be refunded. This shall not affect your right to terminate the Agreement for cause, as stipulated in the [Term of Service \(TOS\)](#).

### 3. Support for Circuit Users

3.1 Unify provides the following support to Circuit Users:

- Self help via the Circuit Support Portal,
- User Help Desk (UHD),
- Processing of service requests, i.e. the opening of tickets for Defects.

The different support facilities are described in more detail in [Annex - Product and Services Description \(PSD\)](#). Some of these support facilities are only available to you if you have subscribed to the corresponding Service Package.

3.2 The Circuit Self Service facilities are an integral part of Circuit and therefore are covered by the preceding section on the availability of Circuit. There is no separate availability commitment for the Circuit Support Portal.

3.3 The availability of the UHD is described [Annex - Product and Services Description \(PSD\)](#). We will make commercially reasonable efforts to respond to user requests as quickly as possible. There are no SLA credits for UHD services.

3.4 Circuit Users may open service requests via the Circuit Support Portal or by phone to report Incidents or Defects. Details on the procedure are described in [Annex - Product and Services Description \(PSD\)](#).

We will make commercially reasonable efforts to achieve the Response Time objective described below, depending on the priority level of the service request:

Priority	Response Time objective
Priority Level 1	1 hour
Priority Level 2	2 hours
Priority Level 3	24 hours

3.5 Response Times are measured from the point in time on when the service request is received by Unify if that point in time falls within a Service Hour of the UHD, otherwise from when the next Service Hour period commences. If the Response Time for a service request exceeds the Service Hour of the UHD,

the measuring of the Response Time will continue once the subsequent Service Hour period of the UHD begins. The measuring ends once the service request has been responded to, which can include email notification of the submitting Circuit User.

- 3.6 Priority Levels will be defined by us when the Circuit User places the service request. We reserve the right to re-set the Priority Level as the service request is handled per the definitions below as part of the response to the service request, giving reasons.
- "Priority Level 1" means Incidents where Circuit in its entirety, as it is described in the Agreement and in particular in [Annex - Product and Services Description \(PSD\)](#), is not available to all of your Circuit Users.
  - "Priority Level 2" means Incidents where relevant parts or functionalities of Circuit, such as the search function, storage access, content sharing, etc., as they are described in the Agreement and in particular in [Annex - Product and Services Description \(PSD\)](#) are not available.
  - "Priority Level 3" means incidents that are not assigned to priority levels 1 and 2.

There is not credit if the objectives for the Response Time and the provision of a Resolution are not met.