

# J2 Software Service Level Agreement Hosted Microsoft Solutions

## 1. Introduction.

This Service Level Agreement for J2 Software (this "SLA") is made in connection with, and is a part of the Master License Agreement (the "Agreement"). This SLA applies to the following Services, hosted in the Pamoja data centers:

- Hosted Microsoft Exchange
- Hosted Microsoft SharePoint
- Hosted Microsoft Lync
- Hosted Microsoft Dynamics CRM

We provide financial backing to our commitment to achieve and maintain the Service Levels for our Services. If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, then the version of this SLA that is current at the time of renewal will apply for your renewal term.

## 2. Definitions.

"Reseller" refers to the organization that has signed a Reseller agreement – being J2 Software (Pty) Ltd.

"Applicable Monthly Service Fees" means the total fees actually paid for a Service that are applied to the month in which a Service Credit is owed.

"Downtime" means a period during which the aspects of a Service specified in the following table are unavailable, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5(a) below. Downtime is measured in the units set forth in Section 3.

<b>Cloud Service</b>	<b>Qualifications of Downtime</b>
Hosted Microsoft Exchange	Any period of time when all end users are unable to send or receive email with Outlook Web Access and a desktop based email client (e.g. Microsoft Outlook)
Hosted Microsoft SharePoint	Any period of time when all users are unable to access a SharePoint site collection
Hosted Microsoft Lync	Any period of time when all end users are unable to see presence status, conduct instant messaging conversations, or conduct audio/video conversations.
Hosted Microsoft Dynamics CRM	Any period of time when all end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

“Incident” means (i) any single event, or (ii) any set of events, that result in Downtime.

“Pamoja” means the Pamoja entity

“Response Time” the time it takes a Pamoja support engineer to make contact with the Reseller after an Incident has been reported on the Pamoja support desk system.

“Scheduled Downtime” means periods of Downtime related to hardware or Service maintenance or upgrades. We will publish notice or notify you at twenty four (24) hours prior to the commencement of such Downtime.

“Service” or “Services” refers to the online service(s) indicated at the beginning of this SLA and purchased by you pursuant to the Agreement.

“Service Credit” is the percentage of the Applicable Monthly Service Fees credited to you following Pamoja’s claim approval.

“Service Level” means the performance metric(s) set forth in this SLA that Pamoja agrees to meet in the delivery of the Services, e.g., monthly availability.

“User Minutes” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

### **3. Service Level Commitment**

(a) The “Monthly Uptime Percentage” for a Service is calculated by the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

(b) If the Monthly Uptime Percentage falls below 99.9% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
100% - 99.9%	No credit
99.8% - 95%	5% credit
94.9% - 90%	10% credit
89.9% - 80%	15% credit
Less than 80%	50% credit

**4. Service Credit Claim.** If we fail to meet the minimum Monthly Uptime Percentage described above for a Service, you may submit a claim for a Service Credit.

You must submit a claim to customer support that includes: (i) a detailed description of the Incident; (ii) information regarding the duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. We must receive the claim and all required

information by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15<sup>th</sup>, we must receive the claim and all required information by March 31<sup>st</sup>.

We will evaluate all information reasonably available to us and make a good faith judgment on whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt.

You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

As the reseller of the Service J2 Software must then pass the Service Credit on to the customer. A Service Credit is the only remedy a Customer will have for Pamoja Service Downtime.

## **5. Limitations.**

**(a)** This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our control (for example, natural disaster, war, acts of terrorism, riots, or government action);
2. That result from your or third party services, hardware, software, or internet connectivity;
3. Caused by your use of a Service after we advised you to modify your use of a Service, if you did not modify your use as advised;
4. During trial Services;
5. That result from your unauthorized action or inaction or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment; or
6. That result from your failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
7. For licenses reserved, but not paid for, at the time of the Incident.

**(b)** Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

**(c)** This SLA will not apply to any on-premise licensed software that is part of any Service.

**6. Purchase of Multiple Services.** If you purchased more than one Service listed in Section 1 above, then you may submit claims pursuant to the process described above in Section 4 as if each Service was covered by an individual SLA.

**7. Response Time.** Pamoja support will be available to provide second line support to the Reseller. A thirty (30) minute response during business hours and a one (1) hour response after hours. Business hours will be 08:00 to 17:00 South African time.