

StarLeaf Cloud Services – Service Level Agreement

Definitions

“Availability”	means a period where the Services are substantially operable and available for use by users of the Services and excludes any Downtime and “Available” shall be construed accordingly
Business day	means a day (other than a Saturday, Sunday or National holiday) on which banks are open for business in the country where the Cloud Services were ordered.
Cloud Services	means all or any of the following: <ul style="list-style-type: none">– StarLeaf Hardware Connection Services;– H.323 Connection Services;– StarLeaf Breeze Services;– StarLeaf Conferencing Services;– StarLeaf Encore Recording Services.
Downtime	means any period where the StarLeaf Portal or StarLeaf Cloud is completely or substantially inoperable for any period of time, save for where such inoperability arises from a period of Scheduled Maintenance and provided always that such Scheduled Maintenance renders the StarLeaf Portal or StarLeaf Cloud inoperable for no less than 24 hours.
Endpoint	means any hardware device used for encoding and decoding audio-visual communications which is registered to the StarLeaf Cloud.
End User	means the ultimate end Customer (legal or natural person) who is using the StarLeaf products and/or services.
Minimum Guaranteed Availability	means not less than 99.9% Availability during each day as measured on a monthly basis by StarLeaf’s monitoring logs (excluding any period of Scheduled Maintenance)
Partner	means a Customer of StarLeaf (or one of its group companies) which is a distributor, reseller or service provider who purchases StarLeaf products and/or services for resale.
Scheduled Maintenance	has the meaning in Section 2 below
Service Credits	means credits calculated and payable in accordance with this SLA and as calculated in accordance with this SLA
Service	means the Cloud Services and the StarLeaf Portal, collectively “Services”
StarLeaf Portal or Portal	means the web portal provided by StarLeaf through which StarLeaf Cloud Services may be configured and accessed by Partners and End Users.
StarLeaf Cloud	means the platform which provides the Cloud Services and the StarLeaf Portal.

1.1 Availability

- 1.2 Supplier shall ensure that the Services meet the Minimum Guaranteed Availability.
- 1.3 Downtime is measured from the time a trouble ticket is logged with StarLeaf support at support@starleaf.com.
- 1.4 Downtime stops when the applicable issue impacting Availability has been resolved and the Service is again Available. Availability of the Services can be tracked at <http://support.starleaf.com/service-status>.
- 1.5 Any period of Downtime is at all times subject to validation by StarLeaf's monitoring logs that the Service was not Available.

2 Scheduled Maintenance

- 2.1 Scheduled Maintenance refers to normal maintenance scheduled for the upgrade of the Service, as well as maintenance to servers used to provide portal access.
- 2.2 Scheduled Maintenance may occur at any time outside of normal business hours (0800-1900, Monday to Friday excluding public holidays) in the local time zone, as defined in the customer's account settings in the StarLeaf Portal.
- 2.3 StarLeaf will email notice of scheduled maintenance at least 24 hours in advance.
- 2.4 Downtime related to Scheduled Maintenance will not give rise to service credits outlined in this SLA.

3 Regular Maintenance Window.

- 3.1 There is a regular maintenance window between 10pm on Saturday evenings and 1am on Sunday mornings where StarLeaf may carry out minor maintenance without prior notice. Downtime related to work carried out in the Regular Maintenance Window will not give rise to service credits outlined in this SLA.

4 Unscheduled Maintenance

- 4.1 In rare situations, it may become necessary to perform emergency maintenance to correct service issues or to prevent an imminent service issue. In these situations, where it is not possible to perform maintenance in the Scheduled Maintenance window, StarLeaf will use reasonable endeavours to perform the unscheduled maintenance outside of normal business hours with minimal impact on normal service availability, and will provide as much advanced notice as possible.
- 4.2 Downtime related to Unscheduled Maintenance will give rise to Service Credits as further detailed in this SLA.

5 Uptime Guarantee

- 5.1 Subject to section 6 below, the Customer shall be entitled to submit a claim for a Service Credit in circumstances where:

- a) the Service is affected for any continuous period in excess of 30 (thirty) minutes for each Endpoint affected; and/or
- b) the cumulative unavailability of the Service for any Endpoint exceeds 45 (forty five) minutes in any calendar month; and/or
- c) the Downtime means that StarLeaf fails to meet the Minimum Guaranteed Availability.

5.2 The table below sets out the Service Credit per day which will be awarded based on the total interruption time:

Credit Per End User	Total Interruption Time
0.5 Days	30 minutes to 59 minutes
2 Days	1 hour to 1 hour + 59 minutes
5 Days	2 hours to 23 hours + 59 minutes
10 Days	24 hours +

6 Conditions

- 6.1 No Service Credit will be due when service interruption is due to any of the following:
- a) Noncompliance with respect to StarLeaf's Terms of Use;
 - b) Power failure at the End User's location;
 - c) Failure of equipment, systems, connections or services not provided by StarLeaf (including, but not limited to: network connectivity problems caused by third party Internet Service Provider or other user Internet connectivity issues; End User's firewall software, hardware or security settings; user's configuration of anti-virus software or anti-spyware or malware software, or any other third party software or equipment);
 - d) Inappropriate Service configuration change(s) made by End User through the StarLeaf portal;
 - e) Issues related to third party domain name system (DNS) errors or failures;
 - f) Circumstances or causes beyond the reasonable control of StarLeaf (force majeure);
 - g) Any period in which StarLeaf is not provided reasonable access to all reasonably required equipment in order to enable it rectify a situation;
 - h) Failure of the End User's network to reach all ranges in the StarLeaf Cloud (available on request from StarLeaf Support). This includes, but isn't limited to, interruptions caused by local firewall restrictions, and H.323 registrations specified by IP address rather than DNS entry.

For the avoidance of doubt, Service interruptions caused by the following will be eligible for a credit:

- a) StarLeaf Portal inaccessibility, which prevents activation or other deployment of a StarLeaf device;
- b) Hardware failure for longer than 36 (thirty six) hours for a StarLeaf Endpoint (subject to the endpoint being covered by a valid support contract with StarLeaf).

The amount of Service Credit is subject to a cap as described in this SLA.

7 Credit Balance and Payment Process

- 7.1 The Supplier shall provide access to the StarLeaf service status at <http://support.starleaf.com/service-status> ("Case Management Tool") which shall show the Supplier's performance as against the Minimum Guaranteed Availability.
- 7.2 Where a Service Credit is due, this will be communicated automatically by email to the contact person who raised the initial case.
- 7.3 Following a verified incident, End User will raise an invoice for the value of the Service Credit and StarLeaf shall pay any such invoice raised under section 6.2 of this SLA within 30 (thirty) days of receipt.

- 7.4 Service Credits are calculated on the basis of the Service Credit calculation at section 8 of this SLA.
- 7.5 The total Service Credit payable by Supplier to the End User shall not exceed the 10 x the average daily equivalent amount paid for the service per endpoint during the period affected by the service outage.
- 7.6 Service Credits will only be provided for End Users who are in compliance with StarLeaf's Terms of Use. As a result of any investigations, End Users must cooperate with StarLeaf's Support Team. Failure to do so will negate all credit entitlements in relation to the incident to which the failure to co-operate or breach of Supplier's Terms of Use relates.

8 Service Credit Calculation

Service Credits will be calculated in accordance with the following formula:

- {a} Credit entitlement per endpoint affected (based on Uptime Guarantee) [X]
- {b} Number of endpoints affected [Y]
- {c} Total number of supported endpoints [Z]
- {d} Total paid for affected services in current billing period [\$AA][1]
- {e} Billing period covered by affected services [YY]

$$\text{Credit due} = (X / 365) \times (Y / Z) \times (\$AA / YY)$$

[1] Limited to amounts paid for any StarLeaf conferencing services, StarLeaf or H.323 Connection services or StarLeaf Recording Services.

9 Status of Services Credits

- 9.1 The Parties each acknowledge and agree that the Service Credits:
 - a) are a price adjustment to reflect the reduced level of Service performed by Supplier; and
 - b) are not an estimate of the loss or damage that may be suffered as a result of a Service Level Default, penalties or liquidated damages.
- 9.2 The provision of a Service Credit shall be End User's exclusive remedy for a particular Downtime.