

**CROSSWARE MAIL SIGNATURE O365
SERVICE LEVEL AND SUPPORT AGREEMENT– V2.4 MAY 2018**

This Crossware Mail Signature O365 SLA forms part of the
Terms of the Crossware Mail Signature O365 License Agreement
www.crossware.co.nz/cms-o365-licenseagreement/

CROSSWARE MAIL SIGNATURE O365 SERVICE LEVEL - ("CMS O365 SLA")

During the Term, the Service will be operational and available to you at least 99.8% of the time in any calendar month – The CMS O365 SLA.

If Crossware does not meet the CMS O365 SLA and if you meet your obligations under this CMS O365 SLA, you will be eligible to receive the Service Credits below. This CMS O365 SLA states your sole and exclusive remedy for any failure by Crossware to meet the CMS O365 SLA.

Definitions: The following definitions shall apply to the CMS O365 SLA:

"Downtime" means for a domain, if there is more than a two-hour delay in delivery of email caused by the Service;

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the number of minutes in a calendar month;

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Term at no charge to you
≥ 99.8%	0
< 99.8% and ≥ 99.0%	2
< 99.0% and ≥ 95.0%	5
< 95.0%	10

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, you must notify Crossware within 30 days from the time you become eligible to receive a Service Credit. Failure to comply with this requirement will forfeit your right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Crossware for all Downtime that occurs in a single calendar month shall not exceed 10 days of Service added to the end of your Term for the Service. Service Credits may not be exchanged for or converted or redeemed in cash or monetary amounts or other credits and are not transferrable.

CMS O365 SLA Exclusions. The CMS O365 SLA does not apply to:

- (a) any services that expressly exclude this CMS O365 SLA;
- (b) any calendar month if you have not maintained a subscription for the entire calendar month in question; or
- (c) any performance issues caused by factors described in clause 13 (Force Majeure); or that resulted from defective equipment utilised by you, or any telecommunications failure or fault, or any default by you in your obligations under these Terms.

CROSSWARE MAIL SIGNATURE O365 SUPPORT - ("CMS O365 SUPPORT")

During the Term Crossware shall provide support via email in the following manner:

Queries for specific technical problems and failures are possible at any time. For this purpose, the customer will email Crossware with a description of the problem and a classification in the following priority and error levels:

- Level A: Total outage – Loss of service (system does not work).
- Level B: Partial outage - Degraded service (system works with limited functions).
- Level C: System functional –Minor degraded service (minor errors/problems).

Crossware will use its reasonable endeavours to respond within the following response times (via e-mail):

- Level A: Response within the next working day
- Level B: Response within two working days.
- Level C: Response within three working days.

Working day is considered as Monday - Friday, 9 a.m. until 5 p.m. local time. Exclusively applicable is the local time at the office of Crossware, which is the time zone of either New Zealand, UK London or US Eastern Standard Time. Exclusively applicable regarding holidays are the legal holidays at the offices of Crossware.

The CMS O365 Support provided excludes the following:

- (a) the correction of errors or defects or inability to access or use the Service caused by the use of the Service in a manner other than that specified or intended by Crossware;
- (b) the correction of errors or defects or inability to access or use the Service caused by any modification, revision, variation, translation, or alteration of any software not authorised by Crossware;
- (c) the correction of errors or defects or inability to access or use the Service caused by the use of computer programs, applications or add-ins not approved by Crossware;
- (d) the correction of errors or defects or inability to access or use the Service caused by your failure to provide suitably qualified and adequately trained staff for the operation of the Service;
- (e) the rectification of defects or errors or inability to access or use the Service caused by a fault in the equipment used by you to access the Service or by any telecommunication fault or outage;
- (f) the diagnosis or rectification of faults not associated with the Service;

(g) the correction of defects or errors or inability to access or use the Service arising directly or indirectly out of the Customer's failure to comply with these Terms, or any other agreement between the parties relating to the Service;

(h) on-site support at your premises.

Crossware reserves the right to modify these CMS O365 Support services from time to time and such changes will become effective from the time they are posted on Crossware's website or are otherwise notified to you.