

Feedzon Service Level Agreement (SLA)

Last Updated 17 June, 2013

Introduction

This purpose of this document is to define the service level metrics that Feedzon will deliver when providing Feedzon Cloud Services. This document also defines what commercial compensation will be provided if Feedzon does not deliver according to the stated metrics.

This Service Level Agreement (“SLA”) forms part of the agreement between the customer and Feedzon and is effective as of the date of release, as shown above.

Definitions

The following terms have the meanings set forth below when used in this SLA:

- “SLA” - Service Level Agreement between Feedzon and the customer.
- “Subscription” - The Premium subscription service only.
- “Scheduled Maintenance” - Planned periods during which Feedzon’s contracted operations teams will execute maintenance tasks on the server, storage or network infrastructure. Scheduled maintenance periods are subject to prior Notification to customers by email.
- “Emergency Maintenance” - Maintenance windows that may be set for which Feedzon provides customer Notification at least one hour before the beginning of an emergency maintenance window
- “Notification” - A message sent to the email address associated with your account, with important information regarding a maintenance operation (scheduled or emergency).
- “Maintenance Window” - A period, identified by a date, start and stop time, during which maintenance operations will be carried by Feedzon’s contracted operations teams. Maintenance operations will only be initiated at the start time and will be completed on or before the stop time.
- “Force Majeure” - Extraordinary event or circumstance beyond the control of Feedzon, such as a war, strike, riot, crime, or an event described by the legal term act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), that prevents Feedzon from fulfilling its obligations under the general terms and conditions.
- “Acceptable Use Policy” - Compliance required by both parties to the use of Feedzon Services.

General Terms

1. Service credit claims must be submitted in writing, within 30 days from the SLA violation to which they refer, via email, sent from the email address associated with your account to billing@feedzon.com.
2. If the parties agree that Feedzon has failed to meet any service level guarantee during any given calendar month, Feedzon will credit the customer's account with the defined compensation.
3. Service credits shall apply only to the Subscription fee paid by the customer over the one-month period under analysis, for the affected services.
4. No service credits will be offered for Feedzon Credits you were unable to use during the downtime. However, if the downtime period is greater than 24-hours, your Credit Pack expiry date will be extended by the appropriate number of whole days.
5. The payment of the compensation shall be the customer's sole and entire remedy from Feedzon for any downtime arising under this agreement.
6. The customer agrees to correct problems and attempt to minimise the recurrence of problems for which customer is responsible and may prevent Feedzon from meeting the SLA.
7. A customer is not entitled to receive a service credit in the following cases:
 - a. If any downtime was caused by customer initiated actions whether implemented by customer or by Feedzon;
 - b. If any downtime was due to Scheduled Maintenance and within the defined Maintenance Window announced;
 - c. If any downtime was due to a Force Majeure event;
 - d. If the customer had his account suspended for any day of the month under analysis caused by non-payment of the usage fees or any other reason for which we may suspend an account according to the Feedzon Cloud Services Agreement;
 - e. Downtime due to the acts or omissions of the customer, its employees, agents, third party contractors or vendors;
 - f. Any event or condition not wholly within the control of Feedzon and violations of its Acceptable Use Policy.

Service Level Compensation

The compensation is calculated as the percentage of the monthly fees paid for Feedzon Services in the month affected.

Maximum Downtime	Subscription Compensation
Less than 2 hours	0%
2 – 4 hours	2%
4 – 8 hours	5%
8 – 24 hours	10%
24 – 72 hours	30%
72 – 240 hours	50%
240 hours or more	100%