

## Appendix 1 – Service Level Agreement (Online)

**Definitions.** Any terms not defined in this appendix shall be given the meaning as defined elsewhere in the Agreement.

**“Agreed Time of Service”** means the time when the agreed service level is measured. The Agreed Time of Service is 24/7 365 days a year.

**“Availability”** means the percentage of time the Service is made available at the Connection Point. Availability is calculated using the following formula:

$$\text{Availability (\%)} = \frac{AS - TB - AB}{AS - TB} \times 100$$

AS = Agreed Time of Service

TB = Permitted downtime

AB = Downtime

**“Connection Point”** means the point or points where Volumental connects the Service to a general electronic communications network.

**“Downtime”** means the period of downtime within the Agreed Time of Service that Availability has not been met with a deduction for the time of Permitted Downtime. Downtime is calculated from the moment in time the failure in Availability is reported in accordance with Section 4 until the Service becomes Available. When determining Availability in accordance with the formula in the definition of “Availability” above, Downtime does not include downtime that is not the responsibility of the third-party infrastructure provider in accordance with Sections 2 or 3.

**“Permitted Downtime”** means a) planned service and maintenance about which Customer has been informed in advance or b) other downtime at the Customer's request or with the Customer's approval.

**2. Agreed Availability.** (a) The agreed Availability of the Service is measured per calendar month and is 99%.

(b) The Service is hosted by a third-party infrastructure provider. More information about the third party's hosting service and the availability of such service can be found at <https://status.cloud.google.com/>. For the avoidance of doubt, Volumental does not provide any warranties, implied or expressed, in relation to the availability of the infrastructure provider. Volumental is not responsible for downtime or failure to satisfy the agreed Availability if Volumental can demonstrate that it was caused by the infrastructure provider.

**3. Downtime for which Volumental is not responsible.** (a) Volumental is not responsible for downtime or any other failure to satisfy the agreed Availability if Volumental can demonstrate that it was caused by any of the following circumstances:

- (1) circumstances caused by factors outside Volumental's responsibility for the Service as described in the Agreement, such as failure of internet infrastructure and communications or factors disrupting the Service caused by products or services controlled by Customer or third parties for which Volumental has not specifically taken responsibility;
- (2) any other circumstances for which Customer has failed in its responsibilities or obligations under the terms of the Agreement, including but not limited to Customer obligations in Section 6 of the Agreement and complying with reasonable instructions of Volumental as they relate to the proper functioning of the Service; or
- (3) circumstances relating to virus or another attack on security, despite Volumental having taken at least industry-standard security measures, any Force Majeure Event, or Volumental restriction of the functionality of the Services in accordance with section 1(g) or section 11 as specified the Agreement.

**4. Reporting of Downtime.** Downtime is only reported after it has been registered by Volumental's fault processing system. Downtime may be registered by means of an automatic alarm, a report by Customer in a manner agreed between the Parties, or upon discovery by Volumental. The customer is responsible for ensuring that if it reports the Downtime, it is reported to [support@volumental.com](mailto:support@volumental.com).

**5. Measurement.** Except where otherwise agreed, the third-party infrastructure provider is responsible for covering the cost of and implementing tools capable of measuring the agreed availability. The measuring point for the Availability is the Connection Point.

**6. Follow-up.** Volumental shall provide Customer with a report on the measurements made of the Availability of the Service on request by Customer. The Parties may agree on how non-conformities and disturbances are to be reported between the two Parties.

**7. Price reductions in event of failure to reach agreed Availability.** (a) If the Availability for a given calendar month is below the agreed Availability for the Service, Customer is entitled to a price reduction in its next invoice from Volumental consisting of the % rate price reduction column as shown in the table below applied to the most recent month of total invoiced Subscription fees.

| Availability | Total % rate price reduction |
|--------------|------------------------------|
| 95-99%       | 5 %                          |
| 85-95 %      | 15 %                         |
| <85 %        | 25 %                         |

(b) To avoid losing the right to a price reduction, Customer shall submit a claim for price reduction to support@volumental.com no later than by the end of the calendar month following the month in which the Downtime occurred. If there are no further invoices due under this Agreement for which a price reduction can be applied to, then Volumental will settle any outstanding claims by direct payment.

(c) Volumental is responsible for failure to satisfy the agreed Availability only in accordance with the conditions of this appendix. Over and above this, Customer has no right to damages or any other compensation on account of deviations from the Availability of the Service, except in the event of willful misconduct or gross negligence.