

Schedule 3

Service Level Agreement

This Service Level Agreement (“SLA”) for 3verest Cloud Services is a part of the 3verest Master Services Agreement (the “Agreement”).

This SLA applies only to the following 3verest Cloud Services listed:

Cloud Servers
Cloud Firewalls (Dedicated)
Cloud Firewalls (Shared)
Cloud Backups
Disaster Recovery Backups

Availability

3verest shall make the Cloud Service available 99.95% of the time, except as provided below (“**Monthly Uptime Percentage**”). The Monthly Uptime Percentage will be calculated per [month], as follows:

$$(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$$

Where:

- *Maximum available minutes* means the total number of minutes in the month;
- *Downtime* means the period when the Cloud Service is not available excluding Scheduled Downtime and Excluded Downtime;
- *Scheduled Downtime* means any planned downtime of which 3verest gives 5 days or more notice in accordance with the Agreement or via an on-screen message in the Cloud Service. 3verest will use commercially reasonable efforts to carry out all Scheduled Downtime during the hours from 6:00 p.m. Friday to 8:00 a.m. Monday, Australian Eastern Time.
- *Excluded Downtime* means:
 - Any period of unavailability lasting less than 15 minutes.
 - Any unavailability caused by circumstances beyond 3verest's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving 3verest employees), or third-party Internet service provider failures or delays.

For any partial calendar month during which Client subscribes to the Cloud Service, availability will be calculated based on the entire calendar month, not just the portion for which Client subscribed.

Service Credits

Where the applicable Cloud Service fails to meet the Monthly Uptime Percentage in accordance with this SLA the Client may be entitled to the following service credits:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.95%	10%
< 99%	25%

Service Credits apply only to fees paid for the applicable Cloud Service for which the Monthly Uptime Percentage has not been met. Service Credits in any billing month for the applicable Cloud Service may not exceed the monthly service fees for the applicable Cloud Service for that billing month.

Where the applicable Cloud Service is part of a suite of Cloud Services, the service credit will be calculated using only that portion of the total fees applicable to the affected Cloud Service.

Where Client purchased an applicable Cloud Service from a reseller, Client will receive a service credit directly from the reseller and Client should claim the service credit from the reseller and not from 3verest.

Service credits are Client's sole and exclusive remedy for failure by 3verest to meet the Monthly Uptime Percentage and for any breach of this SLA.

Making a Claim

In order for 3verest to consider a Client must submit the claim to 3verest customer support by the end of the calendar month following the month in which the event giving rise to the claim arose. The claim must be accompanied by supporting evidence, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Client's attempts to resolve the Incident at the time of occurrence.

3verest will evaluate the Client claim against its own records and all information reasonably available to 3verest in relation to the claim and based on the information available 3verest shall determine whether the Monthly Uptime Percentage has not been met and a claim is justified. 3verest will use commercially reasonable efforts to process claims within forty five (45) days of receipt of the claim from Client provided client has submitted the claim in a timely manner as stipulated above. Service credits will be applied to Client's Applicable Monthly Service Fees for the month following the month in which the claim was processed.

Client must be in compliance with the Agreement in order to be eligible for a service credit.

Limitations and Exclusions

This SLA does not apply to any performance or availability issues:

- Due to factors outside of 3verest's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to 3verest data centres, including at Client site or between Client site and 3verest data centre);
- That result from the use of services, hardware, or software not provided by 3verest, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- Caused by Client's use of a Cloud Service after 3verest advised Client to modify its use of the Cloud Service, if Client did not modify its use as advised;
- During or with respect to Beta Services;
- That result from a breach by Client of the Agreement, the AUP or any Order Form;
- That result from Client's use of a Cloud Service in a manner inconsistent with the features and functionality of the Cloud Service (for example, attempts to perform operations that are not supported) or inconsistent with 3verest's published guidance;
- That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- That result from Client's attempts to perform operations that exceed prescribed quotas or that resulted from 3verest's throttling of suspected abusive behaviour.