

# WorldPosta® – A Cloud-Based Business Email Solution

## Service Level Agreement

### Introduction:

- This Service Level Agreement (“SLA”) for WorldPosta® Business Email Solution governs the use of the service during the Contract period. This SLA applies to all users (under your account).
- WorldPosta® may update, modify, or change any part of this agreement, but will not modify the terms of your SLA during the term of your current subscription; however, if you renew your subscription, the current SLA at the time of renewal will apply.
- WorldPosta® will use commercially reasonable efforts to maintain the service operational and available to the Customer at least 99.9% of the time in any calendar year.
- WorldPosta® will provide training to use the Service for Users under Customer’s Account upon his request.
- If WorldPosta® did not meet the Service Level, and if the Customer meets its obligation under the Contract terms, Customer will be eligible to receive Additional Service Credit (described below).
- The Additional Service Credit is the sole and exclusive remedy for any failure that might occur.

### Definitions:

**Service:** means the Business Cloud Mail Service, provided by WorldPosta®.

**Service Availability:** means the ability of users (under your account) to access, retrieve information, send, and receive messages via their mailboxes using our service, provided that your account is active and enabled.

**Downtime:** means any period of time when users (under your account) are unable to access, retrieve information, send, or receive messages. Downtime is measured by the technical team of WorldPosta®.

**Yearly Uptime Percentage:** means the total number of minutes in a calendar year, minus the number of minutes of Downtime in a calendar year, and divided by the total number of minutes in a calendar year, or:

$$\frac{\text{Total Number of Minutes} - \text{Downtime}}{\text{Total Number of Minutes}} \times 100$$

**Additional Service Credit:** means that if the Service Availability for users under your account is below 99.9% in a calendar year, WorldPosta® will add service days to the end of your service term (or equivalent monetary value to the Additional Service Credit) as follows:

Yearly Uptime Percentage	Additional Service Credit (Days)
<99.9%	15
<99%	30
<95%	90

**Terms and Conditions:**

- Customer must request Additional Service Credit: In order to receive the Additional Service Credit described above, Customer must notify WorldPosta within 30 days from the time the customer becomes eligible to receive the Additional Service Credit.
- The maximum days of Additional Service Credit to be added to your service, for all Downtime that occurs in a single calendar year, shall not exceed 90 days of Additional Service Credit.

**WorldPosta SLA Exclusions:**

- This SLA does not apply to any performance or availability issues caused by factors described as “Force Majeure” or outside our reasonable control (such as wars, natural disasters, acts of terrorism, or government action);
- This SLA does not apply to performance issues caused by Customer’s equipment or third-party equipment, or both, or not within the primary control of WorldPosta®;
- This SLA does not apply in cases of your failure to adhere to any of the required configurations, use supported platforms, or follow any policies for acceptable use, or in case of your use of the Service in a manner inconsistent with the features and functionality of the Service (e.g., attempts to perform operations that are not supported) or inconsistent with our published guidance;
- This SLA does not apply in cases of faulty input, instructions, or arguments (e.g., requests to access files that do not exist);
- This SLA does not apply in case of your failure to adhere to any of the required configurations, use supported platforms, or follow any policies for acceptable

use, or in case of your use of the Service in a manner inconsistent with the features and functionality of the Service (e.g., attempts to perform operations that are not supported);

- WorldPosta® will not be held responsible for any loss and/or any damage whatsoever might be caused because of the Customer's misuse of the service which may result in failure to provide this service.

#### **Service Suspension:**

- If WorldPosta® becomes aware of an end user's misuse and/or abuse of the Service (e.g., using the Service to send SPAM or DDOS Attacks), then WorldPosta® may suspend any user's mailbox that is used to abuse the use of service without further notice;
- If there is an emergency issue that requires suspension of the Service (e.g., emergency security issues), then WorldPosta® may suspend your service without further notice. WorldPosta® will provide the Customer, upon his request, the reason for the suspension as soon as reasonably possible.