Service Level Agreement for Cloud Services

1. PARTIES

This Service Level Agreement ("SLA") is an agreement entered into between:

1. KWizCom Corporation, located at 95 Mural Street, Suite 600 Richmond Hill, Ontario L4B 3G2, Canada, referred hereafter as "KWizCom".
2. Client of KWizCom cloud-based services, referred hereafter as "User".

2. DEFINITIONS

The following definitions shall apply for purposes of this Service Level Agreement:

- **"Office 365"** means Microsoft Office online offering, comprised of numerous integrated components. At present, KWizCom components are designed to interact with SharePoint Online and Azure AD. KWizCom software components have the ability to read, create, modify and delete data stored within the Office 365 tenant of the User.
- **"SharePoint Apps"** means software components designed to interact with Microsoft SharePoint and provide additional functionality. Most of KWizCom components are SharePoint apps.
- **"Hosted Service"** means the set of KWizCom components, web pages and web APIs designed to interact with Microsoft Office 365 services.
- **"Hosting Provider"** means AZURE by Microsoft that owns and maintains the data centers where KWizCom hosted services are operated from.
- **"Error"** means (i) a Server Error Response to a Valid Request or (ii) no response to a Valid Request because the service is down. Network errors or downtime outside of the Hosting Provider network do not constitute an error.
- **"Credit Percentage"** means a credit amount calculated as a percentage of the Service Fees.
- **"Monthly Availability"** means a monthly availability percentage calculated per customer, for a given monthly billing period, as follows: 1 – (total Errors) / (total Valid Requests).
- **"Server Error Response"** means an HTTP return status code between 500 and 599.
- **"Service Fees"** means the fees paid for the Services to which the relevant Service Level Guarantee applies, in the monthly billing period in which the event giving rise to a credit first occurred.
- **"Valid Request"** is defined as a well formed web request targeting a web page or an API. A valid and up-to-date access token must be supplied as issues by Office 365.

3. KWIZCOM INFRASTRUCTURE

KWizCom utilizes several hosted servers and a hosted database, all hosted by Microsoft AZURE. The following infrastructure components are currently in use, and may change as needed without notice, according to new needs, requirements or technological constraints:

- **Traffic Manager** – Geo-route incoming traffic for better performance and availability, redirecting to the closest azure data center. Traffic manager improves app availability with automatic failover, increase app's responsiveness and distribute traffic equally or with weighted values

- **Load balancer** – receives HTTPs requests and forwards them to one of the web servers, equally dividing the work load. The load balancer is also responsible for constantly monitoring the health of the web servers and excluding faulty servers. The health checks are performed once every 10 seconds.
  Microsoft SLA: https://azure.microsoft.com/en-us/support/legal/sla/traffic-manager/v1_0/
  We guarantee that DNS queries will receive a valid response from at least one of our Azure Traffic Manager name server clusters at least 99.99% of the time.

- **Web Apps** – mission critical Web App designed to auto scale and auto load balance as needed, these high availability web applications are monitored to determine workload and health.
  Microsoft SLA: https://azure.microsoft.com/en-us/support/legal/sla/app-service/v1_0/
  We guarantee that Web Apps running in a customer subscription will be available 99.95% of the time. No SLA is provided for Mobile Apps, Logic Apps, or API Apps while such services are still in Preview or for Apps under either the Free or Shared tiers.

- **Database** – Microsoft Azure SQL Database Service used to store app license information for KWizCom apps.
  Microsoft SLA: https://azure.microsoft.com/en-us/support/legal/sla/sql-database/v1_1/
  We guarantee at least 99.99% of the time customers will have connectivity between their single or elastic Basic, Standard, or Premium Microsoft Azure SQL Database and our Internet gateway.

4. DATA ACCESS AND STORAGE
KWizCom apps are intended and designed to have access to User data, including list items, documents and, when allowed so. In most cases the allowed access includes the ability to read, write and delete all data. Additionally, when KWizCom apps access the data, it may pass through the public network to the closest Azure Data Center that hosts KWizCom's Web App for processing. All traffic is protected by Secure Sockets Layer (SSL) and encrypted, preventing unauthorized access by third parties.

KWizCom servers do not retain the User data beyond the short period of time required for processing (usually, several seconds) and even then, it's held only in the server random access memory and not on any media. The exceptions to this rule are:

- User license for KWizCom apps – stored in a persistent database accessible from within the azure network. A user license may contain the user login name or email used to identify the user.

5. MAINTENANCE AND AVAILABILITY
In no case shall a service interruption caused by the Hosting Provider (Microsoft Azure), whether planned or not, be considered an Error according to this Service Level Agreement.

6. PERFORMANCE AND RESPONSE TIMES
KWizCom software was designed to optimize performance and response times.

The web apps are designed to handle the average load utilizing under 10% of CPU resources and under 50% of RAM, databases are designed to utilize under 20% total resources.

The software was written and tested with performance and redundancy being one of the most important criteria. Nevertheless, being a highly-configurable add-on to a 3rd party product (Office 365), there are some inherent causes for less than adequate response times, errors or total lack of response:

- Users are responsible to configure the way the app functions. It is technically possible to configure data queries that are so large in scope as to cause noticeable delay in response. Factors to consider are number of sites, number of lists, number of items in each list, number of unique item-level permissions, etc. For example, trying to update all items in a large list at the same time will result in timeouts or errors.

- Microsoft imposes limits on the number of API calls per unit of time. As KWizCom components make wide use of the APIs to interact with Office 365, even by following the best practices and recommendations by Microsoft, it is possible for the user to configure KWizCom components to perform an excessive number of API calls, causing errors or complete halt of any additional call processing. Microsoft does not disclose specific throttling settings or limits and they cannot be overridden by KWizCom or the User and may change at Microsoft's discretion at any time.

- Please note current or future limitations, or breaking changes made to SharePoint online by Microsoft and/or the client may break our apps. We will do our best to rectify such errors and publish updates to our apps with fixes when possible, but in some cases such workaround or fixes will not be possible for a while due to lack of APIs or support from Microsoft. These will not be considered an error/lack of response. Also, the client might be requested to opt-in or opt-out specific features of SharePoint online in order to have a workaround for such issues, should the customer decide not to follow these recommendation it would not be considered a breach in SLA.

- Features dependent on Office 365 remote event receivers may, from time to time, get the event notification at a delayed interval, or not at all. Microsoft does not provide log or tracking information on such occurrences, and does not guarantee a time limit for when such events can be triggered. As a result, KWizCom cannot guarantee the response time for such features.

7. SUPPORT INCIDENTS AND RESOLUTION

Users who have active subscription with KWizCom can use KWizCom's support services by creating a support ticket.

A support ticket can be created by sending an email to support@KWizCom.com. The user will receive an immediate automated response indicating the ticket number for future references.
The support team may request additional information from the User and expect adequate response to help solve the issue. Logging might need to be enabled for the particular web site, in some cases direct access credentials or web sessions might be required as well.

8. SERVICE LEVEL GUARANTEE

We guarantee that your cloud services will be available 99.95% of the time in any given monthly billing period. If we fail to meet this guarantee, you will be eligible for a credit calculated as a percentage of the Service Fees, as follows:
Five percent (5%) of the Service Fees for each 30 minutes of unavailability, after the first 0.1% of unavailability during the month, up to one hundred percent (100%) of the Service Fees.

You shall not be entitled to a credit if the downtime occurred due to misconfiguration, deletion of configuration settings or other changes performed by User both within KWizCom apps and within Office 365. Under no circumstances shall KWizCom be responsible for downtime which occurred due to AZURE or Office 365 downtimes or any other issue such as broken API's, breaking changes due to updates pushed by the Office 365 or Azure teams, etc.
Under no circumstances shall KWizCom be responsible for loss or alteration of User data resulted from using KWizCom services.