Docmosis Cloud - Service Level Agreement ("SLA")

1   Service Commitment

Docmosis Pty Ltd will use commercially reasonable efforts to make the following *Service Components* (see definitions below) each available with the associated *Monthly Uptime Percentage (MUP)*.

During any billing month, in the event the *Service Component* does not meet the *MUP*, you will be eligible to receive a *Service Credit*.

Service Component	Criticality	MUP
"/render" REST service (excluding email destinations)	ESSENTIAL	99.9%
REST services other than "/render"	HIGH	99.0%
Cloud Console Template, Image and Account management	HIGH	99.0%

2   Definitions

2.1   Service Component

The Service Component refers to a specific component of the Cloud Services which has a defined MUP. Service Components include:

- The "/render" web service end-point.   The render service generates documents on request via HTTPS and is considered the most critical service provided by Cloud Services. The ability for the service to deliver a generated document via email is explicitly excluded from the SLA for the render service because email delivery is subject to downstream servers over which Docmosis Pty Ltd has no control.

- Other web service end-points. There are many other service end points available to customers which are considered highly critical, but of secondary criticality compared to the "/render" service. These other REST web services reside at the various relative URL locations (eg "/uploadTemplate") and perform varied functions on request via HTTPS.

- The Cloud Console is the web portal that provides the ability to login and:

  - manage your account

  - upload and manage your templates

- upload and manage your images

The Cloud Console can be found at https://console.dws3.docmosis.com/console/

2.2   Monthly Uptime Percentage (MUP)

The Monthly Uptime Percentage is calculated as 100% minus the percentage of minutes during the billing month in which the associate *Service Component* is *Generally Unavailable* (see below), excluding any *SLA Exclusion* (see below).

Public reporting of historical MUP can be found here: https://www.docmosis.com/monitoring

2.3   Service Credit

Service Credits are calculated as a percentage of the total charges paid by you, excluding up-front payments, for Cloud Services for the monthly billing cycle in which the *Service Component* became *Generally Unavailable*. The amount of the *Service Credit* is in accordance with the schedule below:

Service Component	Monthly Uptime Percentage	Service Credit Percentage
"/render" REST Service	Less than 99.9% but greater than 99.0%	10%
	Less than 99.0%	30%
REST Services other than "/render"	Less than 99.0% but greater than 95.0%	10%
	Less than 95.0%	30%
Cloud Console	Less than 99.0% but greater than 95.0%	10%
	Less than 95.0%	30%

Service Credits are only applied against future Cloud Service charges. At our discretion we may issue the service credit to the credit card typically used to pay for using the Cloud Services. Service Credits will not entitle you to any refund or other payment from Docmosis Pty Ltd. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than ten dollars ($10 USD). Service Credits may not be transferred or applied to any other account. Your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Service Component is the receipt of a Service Credit (if eligible) in accordance with the terms of this Service Level Agreement.

2.4   Generally Unavailable

"Generally Unavailable" means the associated Service Component is in a non-operational state and unable to provide its nominal service to you.

2.5   SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Cloud Services that:

2.5.1   are caused by factors outside of our reasonable control, including Amazon AWS Outages, Force Majeure event, internet or network access issues.

2.5.2   result from any actions or inactions of you or any third party

2.5.3   result from your equipment, software or other technology and/or third party equipment, software or other technology

2.5.4   result from any scheduled or typical maintenance

2.5.5   arise from our suspension and/or termination of your right to use the Cloud Services