

# Digital Service Level Agreement

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Voice Brand Design provides an industry-leading product, and is pleased to support it with this Service Level Agreement (“SLA”). The remedies set out in this SLA are Customer’s sole and exclusive remedy for issues covered by the SLA.

While we will not modify this SLA arbitrarily, we may do so from time-to-time. Should we make a change to this SLA, we shall notify Customer (e.g. by email). The notification will set out the effective date of any changes. It is important that Customer review the SLA completely.

## 1. Service Availability.

Voice Brand Design will provide service availability of 99.95% (“Service Availability”), calculated on a calendar month basis. The Service Availability will be calculated as follows:

Total number of minutes Service is available in a calendar month DIVIDED BY (Total number of minutes in a calendar month LESS Excused Downtime)

## 2. How to receive SLA credits.

Customer will receive a credit of five percent (5%) of Customer’s monthly fee for each hour in which we fail to meet the Service Availability for such month (“SLA Credits”). In order to receive SLA Credits, Customer must make a request in writing to Voice Brand Design via email within 30 days of the event giving rise to such SLA Credits. SLA Credits are based on our monitoring, may not exceed the total amount of recurring fees Customer has paid to us for the month in which we failed to meet the Service Availability, are forfeited at the expiration or termination of the Agreement, may not be aggregated, and will not be paid in cash.

## 3. Excused Downtime.

“Excused Downtime” means:

- a. scheduled outages or Force Majeure events;
- b. downtime caused by a non-standard environment, Customer machine access, Customer’s violation of the Agreement including the Acceptable Use Policy, Customer authored code or changes to the Site or Services by parties other than Voice Brand Design, or use that exceeds Customer’s plan capacity (e.g. visitors that exceed the limit for the Customer’s plan);
- c. emergency maintenance (e.g. in order to apply a patch to address a security vulnerability); and
- d. maintenance that is performed during the below schedule.

Service Maintenance Times

- e. Monday through Sunday
- f. 10:00 pm to 4:00 am(GMT)

## 4. Customer support

Voice Brand Design is committed to providing an exceptional level of support for the whole lifecycle of the customer website. Our 24/7/365 Critical Hosting Issues Support will be always ready to respond to any critical issues that you might be experiencing with our service. All non critical issues will be responded to within our normal business hours; Monday through Friday 8:00AM to 6:00PM, excluding any statutory holidays.

## 5. Data Backup

- 5.1. Unless You purchase a data backup product as an additional cost option, We will do not guarantee to make backups of the data stored on the Server.
- 5.2. In the event that You purchase a data backup product We will endeavour to make backups of the data stored on the Server and make them available to You in accordance with the specification of the data backup product. However We do not warrant that any data will be backed up correctly, nor that any successful restoration of data will be possible.
- 5.3. Regardless of whether You purchase a data backup product, We shall have no liability for any loss or damage to any data stored on the Server or backup mediums.
- 5.4. We recommend that You make a backup of all data on the Server regardless of whether You have purchased a data backup product.