



# SERVICE LEVEL AGREEMENT FOR CAMA<sup>®</sup>

This service level agreement (the "**SLA**") lists certain service standards for provision of the Service by Aleph Archives Ltd.

## **A. General provisions**

This SLA supplements Aleph Archives Ltd's Terms of Service, and together only, such documents, and other referenced in the Terms of Service, form a binding agreement (the "**Agreement**") between Aleph Archives Ltd and Customer:

In the event of any conflict between the SLA and the Terms of Service, the Terms of Service will govern.

Aleph Archives provides this SLA to the terms and conditions below, which will be fixed for the duration of the initial term of the Service subscription. If a Service subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term.

This SLA shall be governed, interpreted and construed by, under and pursuant to the substantive laws of Switzerland, without regard to conflict of laws principles thereof.

## B. Definitions

Unless otherwise stated herein, capitalized terms shall have the meaning ascribed to them in the Terms of Service.

The following terms shall have the following meanings for all purposes of this SLA:

1. **Claim:** shall mean a claim submitted by Customer to Aleph Archives that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.
2. **Customer:** shall mean the person, organization or entity that contracted for Services under the Agreement.
3. **Downtime:** shall mean a period of time when Customers are unable to read or write any Service data due to the unavailability of the Network, for which they have appropriate permission to access.
4. **Exclusions:** shall mean the performance or availability issues that are noted under Section "Exemptions" below.
5. **Incident:** shall mean a set of circumstances resulting in an inability to meet a Service Level.
6. **Latency:** amount of time it takes for a packet of data to travel from one server to another.
7. **Monthly Uptime Percentage:** is calculated on a calendar month basis (according to the formula set forth in Section C) using data collected about the Service's availability for a given calendar month by Aleph Archives monitoring tools.
8. **Network:** shall mean the Aleph Archives environment, which is comprised of the border routers, firewalls, load balancers, switches and servers
9. **Notice:** shall mean within five Business Days following an Incident, Customer must notify Customer Support of the Incident.
10. **Service** or **Services:** shall mean the CAMA® service provided by Aleph Archives to Customer pursuant to the Agreement.

11. **Scheduled Downtime:** shall mean scheduled period of Downtime for scheduled or emergency maintenance or upgrades on Network, hardware, software or related equipment., it being specified, for the sake of clarity, that Aleph Archives follows a weekly maintenance schedule which is published on Aleph Archives website.
12. **Service Credit:** shall mean the amount credited to Customer by Aleph Archives for a validated Claim.
13. **Service Level:** shall mean the percentage of availability of a specific service for a given month that Aleph Archives agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

### C. Monthly Service Level – Support Response Time - Latency

Subject to the exemptions mentioned under Section D, Aleph Archives undertakes to provide Customer with:

1. a Service Level of 100% Monthly Uptime Percentage regarding the access to the Network (the "**Network SL**"). The Network will be deemed "available" as long as the networking components are constantly available and fully responding to Aleph Archives monitoring tools as designed, in a non-degraded manner (as evidenced by the Aleph Archives monitoring tools).
2. a Service Level of 99,98% Monthly Uptime Percentage regarding CAMA® systems within the Network (the "**CAMA® SL**"). CAMA® systems will be deemed "available" as long as the virtualization hardware and hypervisor layers delivering individual servers are constantly available and fully responding to Aleph Archives monitoring tools as designed, in a non- degraded manner (as evidenced by the Aleph Archives monitoring tools).

For purposes of this SLA, the Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

|                            |                                                                                                  |
|----------------------------|--------------------------------------------------------------------------------------------------|
| Monthly Uptime Percentage: |                                                                                                  |
|                            | Total number of minutes in a given calendar month<br>(i.e. 1'440 minutes times [number of days]) |
| minus                      | Total number of minutes of Downtime in a given calendar month                                    |
| divided by                 | Total number of minutes in a given calendar month                                                |

3. a support response time of maximum 30 minutes for emergency cases and of maximum 120 minutes for all other cases, it being specified that "emergency cases" shall mean, for the purpose of this SLA, any case where a server is down and unavailable.

A tracking number will automatically be provided to Customer promptly after the opening of the Case (as defined under Section [F/I]) and a human support engineer will review the support request within the above-mentioned timeframe. Resolution and repair times vary, and this SLA does not address them.

4. a Latency of less than 1 ms within the Network.

Latency measurements are based on Aleph Archives standard monitoring tools. Latency between separate networks (VLAN's) may vary, and this SLA does not address it.

## **D. Exemptions**

The following items or situations are exempt from the above-mentioned undertakings regarding the Service Levels, the support response time and the Latency::

1. The period of time when the Service is not available as a result of a Scheduled Downtime;
2. The following performance or availability issues that may affect the Service:
  - a. due to factors outside Aleph Archives's reasonable control;
  - b. that resulted from Customer's or third-party hardware, software or services;
  - c. that resulted from actions or inactions of Customer or third party, in particular attacks (i.e. hacks, denial of service attacks, viruses), provided that Aleph Archives makes every reasonable effort to maintain current versions of software patches;

d. that were caused by Customer's use of the Service after Aleph Archives advised Customer to modify its use of the Service, if Customer did not modify its use as advised;

e. through Customer's use of beta, trial offers, early access programs and/or demos (as determined by Aleph Archives).

f. that resulted from events of «force majeure», including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of Aleph Archives's own employees), government act, or failure of the Internet.

## E. Service Credits

Aleph Archives will not be liable for Service interruptions or any other Service failures except as specifically set forth in this SLA. In the event that Customer is dissatisfied with the Service, the sole remedies of Customer are those listed in this SLA, or termination of the Agreement in accordance with the relevant provisions thereof.

The SLA does not apply to any feature of the Service not specifically identified in the SLA, or to any feature Aleph Archives identifies as "beta".

For each failure of Aleph Archives to meet the above-mentioned Service Level percentage (i.e. Downtime), the above-mentioned support response time (i.e. response delay) or the above-mentioned Latency (i.e. Latency degradation) (each of them being a "**Failure**"), Aleph Archives will provide, for any failure or excess, a Service Credit as noted in the chart below:

| Monthly Cumulative Response Delay (listed in minutes) | Monthly Cumulative Latency Degradation (listed in minutes) | Monthly Cumulative Downtime (listed in minutes) | Service Credits (% of monthly fee) |
|-------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------|------------------------------------|
| 0 - 30                                                | 60                                                         | 60                                              | 5 %                                |
| 31 - 120                                              | 61 - 120                                                   | 61 - 120                                        | 10 %                               |
| 121 - 180                                             | 121 - 180                                                  | 121 - 180                                       | 15 %                               |
| 181 - 240                                             | 181 - 240                                                  | 181 - 240                                       | 20 %                               |
| 241 - 300                                             | 241 - 300                                                  | 241 - 300                                       | 30 %                               |
| 301 - 360                                             | 301 - 360                                                  | 301 - 360                                       | 40 %                               |
| 361 - 420                                             | 361 - 420                                                  | 361 - 420                                       | 50 %                               |
| 421 - 480                                             | 421 - 480                                                  | 421 - 480                                       | 60 %                               |
| 481 - 540                                             | 481 - 540                                                  | 481 - 540                                       | 70 %                               |
| 541 - 600                                             | 541 - 600                                                  | 541 - 600                                       | 80 %                               |
| 601 - 660                                             | 601 - 660                                                  | 601 - 660                                       | 90 %                               |
| 660+                                                  | 660+                                                       | 660+                                            | 100 %                              |

It is specified: that

1. Service Credits are the sole and exclusive remedy given to Customer for any violation of this SLA, including without limitation for any breach of warranty, except as specifically set forth in the Terms of Service.
2. Service Credits available pursuant to this SLA apply only to future Service delivery. Aleph Archives is not required to provide any refunds pursuant to this SLA.
3. The minimum period of Failure for a Service Credit is 60 seconds, and shorter periods will not be aggregated.
4. Service Credits awarded in any calendar month shall not, in any circumstance, exceed Customer's monthly Subscription Fee.

5. In the event that multiple periods of Failure overlap in time, Service Credits will not be aggregated, and Customer will receive Service Credits only for the longest such period of Failure.
6. Failures accumulated during a given calendar month are reset at the beginning of the next calendar month (in the sense that they do not aggregate or combine)
7. Service Credits will be issued against the next applicable month's Subscription Fee to be paid by Customer for the Service.

## F. Claims

In order to make a claim, Customers must be in full compliance with the terms of the Agreement, in particular with the policies for acceptable use of the Service as set forth in the Agreement, and must be current on all outstanding invoices (as defined in the Terms of Service). No Service Credits will be granted if Customer is delinquent in its payment of outstanding invoices.

The procedure to submit a claim shall be the following:

1. Customer must open a support case (a "**Case**") during the purported failure, by notifying Aleph Archives support in writing within 5 Business Days following an Incident. (the "**Notice**").
2. The Notice shall provide Aleph Archives with complete information regarding the nature of the problem, including any information reasonably necessary for diagnosis and correction, such as (without limitation): detailed description of the Incident, the duration of the Incident, any attempts made by Customer to resolve the Incident, etc...
3. The Notice shall be addressed by e-mail to [credit@aleph-archives.com](mailto:credit@aleph-archives.com), and provide sufficient evidence to support the Claim by the end of the month following the month in which the Incident which is the subject of the Claim occurred (for instance, Incidence occurs on January 15<sup>th</sup>, Customer provides Notice on January 20<sup>th</sup>, Customer must provide sufficient evidence to support the Claim by February 28<sup>th</sup>).
4. Aleph Archives will use all information reasonably available to it to validate any Claim properly filed and make a good faith judgment on whether the SLA applies to the Claim.
5. Aleph Archives will use commercially reasonable efforts to process Claims within the shortest period of time.