



Service-level agreement

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Introduction

This Service-Level Agreement (this "Agreement" or this "Service-Level Agreement"), effective for the full duration of service provided, including free accounts and trials, is made by and between the customer and TIMEDOCK, a company organized and existing in New Zealand, with offices located at 11 Formosa Place, Pyes Pa, Tauranga, New Zealand ("Supplier").

WHEREAS, the Customer has utilized, and continues to utilize, services and products provided by the Supplier; and/or

WHEREAS, the Parties have entered into an agreement effective for the full duration of service as outlined above, (the "Contract") for the provision by Supplier of the Services (as defined therein) (the "Services"); and

WHEREAS, the Contract states that a service level agreement is a condition precedent to any extended term of the Contract; and

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions and the Service Levels, the Parties hereby agree as follows:

Service levels & service credits

The Supplier shall at all times during term of this Agreement provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion, as defined herein below.

The Supplier acknowledges that any failure to meet a Service Level may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in this Agreement below, including the right to any Service Credits (as defined below).

The Supplier acknowledges and agrees that any Service Credit is a price adjustment reflecting the value (subscription cost) of any lost service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

Other than the Customer's termination rights as set forth in the Terms of Service, A Service Credit shall be the Customer's exclusive financial remedy for a failure to meet a Service Level.

Performance monitoring

The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on the Supplier's performance of the provision of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

The Supplier shall immediately notify the Customer in writing if the level of performance of the Supplier of any element of the provision by it of the Services during the term of the Contract is likely to or fails to meet any Service Level Performance Measure.

Objectives

The objectives of the Service Levels and Service Credits are to:

1. Ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
2. Provide a mechanism whereby the Customer can attain meaningful recognition of the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
3. Incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

Service levels

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Credit for each Service Period affected
Availability of the Service (accessing data and critical software functions)	Availability	99.5%	5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Availability of Customer Service and Support	Availability	Between the hours of (published under "Business Hours" at: https://timedock.com/help/) and of the Supplier's Time Zone, exclusive of public holidays, or otherwise overridden by individual service agreement	Service credit to be defined by the breach of other service level performance criterion, caused by a failure to meet the service level performance measure.
Persisted Data	Retention	100% retention from first use of the service, during the lifetime of the service, and beyond the lifetime of the service (accessibility determined by the availability of service, feature "restrictions" of the service, and the availability of the Customer account (non-suspension or cancellation).	5% (based on 1 month subscription cost) gained for each day-date period of non-persisted data (not including client-device-data not-yet-persisted to TIMEDOCK database and/or Database backups).

Service credits

Service Credits are required to be credited to the account in the event that the Service Level achieved falls below the Service Level Performance Measure in a Service Period.

The Service Credit is determined by the Service Level achieved, the Service Level Performance Measure, and is calculated by using the straight line formula below:

Availability:

Service credit \$ = $((a-x)*c)*d$

Where:

- "a" is the Service Level Performance Measure (%) below which Service Credits become payable;
- "x" is the Achieved Service Level (%) for a Service Period;
- "c" is the Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target;
- "d" is the amount payable in respect of the Services during the Service Period.

Data

The Customer is granted *indirect use* of the Provider's database storage, through the availability of the exposed data access functions of the service (i.e. Web Portal, Web API), and within the bounds of the intended use, for long-term storage, access and processing of the data collected and modified by functions of the service.

The Customer receives the right to view, modify and append the data, *through the use* of the exposed interfaces and functions of the service. Utilising the service, including the generation and storage of relevant data, does not constitute ownership of any hardware, software, infrastructure, data files, or other non-intended exposure, access, modification or exclusive "rights" to the data, outside the bounds of the normal function of the service and service agreement.

The Customer entrusts the Provider to maintain data availability and validity to an exceptional standard, as outlined in the "Service Levels" clause, and is responsible for regularly filing independent copies of business-critical data, through the exposed means of various reports and data exports of the service features.

The Provider will implement internal procedures and infrastructure to ensure Customer data remains private and exclusive to the Customer; however the Customer acknowledges that the following instances may warrant the provider to access, modify, copy or review the data:

1. The Provider may review, modify, delete or append data in the interest of servicing that customer's specific request.
2. The Provider's software and services may review, modify, delete or append data in the interest of providing the features of the service.
3. The Provider's automated (non-human) functions may review Customer data to calculate non-identifying statistics for internal and public use.