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The latest version of this document is available at:

http://www.oneall.com/company/sla/

Service Level Agreement

The OneAll Service Level Agreement ("SLA") is a policy governing the use of the OneAll Services ("Services") under the OneAll Terms of Service ("Terms of Service") between OneAll SARL ("OneAll", "us" or "we") and users of the OneAll services ("you").

This SLA applies separately to each OneAll Site that has been upgraded to the Business or Corporate subscription plans. Unless otherwise provided herein, this SLA is subject to the Terms of Service.

We reserve the right to change the terms of this SLA in accordance with our Terms of Service.

1. Definitions

Unavailable
"Unavailable" means that the API made available to you as part of the Services has no external connectivity during a five minute period.

Service Year
"Service Year" is the preceding 365 days from the date of an SLA claim.

Service Credit
A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to your account.

Eligible Credit Period
The "Eligible Credit Period" is a single month, and refers to the monthly billing cycle in which the most recent downtime included in the SLA claim occurred.

Annual Uptime Percentage
"Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Year in which the Services have been Unavailable.

If you have been using our Services for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the Services will be deemed to have had 100% availability.

Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).

Maintenance Window
A "Maintenance Window" is a scheduled period of time during which outages and changes may occur. Planned maintenance shall not result in greater than 10 minutes of unavailability in any given month and you will be notified in advance of any maintenance window where possible.

2. Service Commitment

We will use commercially reasonable efforts to make our Services available with an Annual Uptime Percentage of at least 99.95% during the Service Year. In the event our Services do not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

3. Service Commitments and Service Credits

If the Annual Uptime Percentage for a customer drops below 99.95% for the Service Year, that customer is eligible to receive a Service Credit equal to 10% of their bill for the Eligible Credit Period.

To file a claim, a customer does not have to have wait 365 days from the day they started using the service or 365 days from their last successful claim. A customer can file a claim any time their Annual Uptime Percentage over the trailing 365 days drops below 99.95%.

We will apply any Service Credits only against future Service payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay for our Services for the billing cycle in which the error occurred.

Service Credits shall not entitle you to any refund or other payment from us. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD).Service Credits may not be transferred or applied to any other account.

4. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a support request by using our support form available at http://www.oneall.com/company/contact-us/ (the "Credit Request").

To be eligible, the Credit Request MUST:

- Include your OneAll API sub-domain (the API sub-domain can be found in the Site settings in your OneAll account);

- Include the dates and times of each incident that you claim to have experienced;

- Include your server request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks);

- Be received by us within thirty (30) business days of the last reported incident in the SLA claim.

If the Annual Uptime Percentage of such a request is confirmed by us and is less than 99.95% for the Service Year, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

5. OneAll SLA Exclusions

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

- that is caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of our Services;

- that results from any actions or inactions of you or any third party;

- that results from a Maintenance Window;

- that results from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);

- that arises from our suspension and termination of your right to use our Services in accordance with our Terms of Service

(collectively, the "SLA Exclusions").

If availability is impacted by factors other than those explicitly listed in this agreement, we MAY issue a Service Credit at our sole discretion.