BIG EASY ONE / AWS SERVICE LEVEL AGREEMENT 2016

1   VERSION CONTROL

The following is a list all changes made to this document, the name of the person making the change, the new version number and the reason why the change was necessary.

Date	Author	Version	Change Description
08.08.2016	DM	1.0	

1.1   Distribution List

Name	Organisation	Position
	(Client)	
	(Client)	
	BIG EASY ONE Ltd	

1.2   Reference Documents

Document	Purpose	Version	Date	Status	Author

2 BIG EASY ONE / AMAZON EC2 SERVICE LEVEL AGREEMENT

Effective Date: April 1, 2014

BIG EASY ONE Support SLA provides a back-to-back SLA with Amazon EC2 Service level agreement as listed below.

This Amazon EC2 Service Level Agreement ("SLA") is a policy governing the use of Amazon Elastic Compute Cloud ("Amazon EC2") and Amazon Elastic Block Store ("Amazon EBS") under the terms of the BIG EASY ONE Customer Agreement (the "BIG EASY ONE Agreement") between BIG EASY ONE Agreement ("BIG EASY ONE", "us" or "we") and users of BIG EASY ONE services ("you"). This SLA applies separately to each account using Amazon EC2 or Amazon EBS. Unless otherwise provided herein, this SLA is subject to the terms of the BIG EASY ONE Agreement and capitalized terms will have the meaning specified in the BIG EASY ONE Agreement. We reserve the right to change the terms of this SLA in accordance with the BIG EASY ONE Agreement.

2.1 Service Commitment

BIG EASY ONE will use commercially reasonable efforts to make Amazon EC2 and Amazon EBS each available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the "Service Commitment"). In the event Amazon EC2 or Amazon EBS does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

2.2 Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Amazon EC2 or Amazon EBS, as applicable, was in the state of "Region Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Amazon EC2 SLA Exclusion (defined below).

- "Region Unavailable" and "Region Unavailability" mean that more than one Availability Zone in which you are running an instance, within the same Region, is "Unavailable" to you.
- "Unavailable" and "Unavailability" mean:
  - For Amazon EC2, when all of your running instances have no external connectivity.
  - For Amazon EBS, when all of your attached volumes perform zero read write IO, with pending IO in the queue.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

2.3 Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments made for Reserved Instances) for either Amazon EC2 or Amazon EBS (whichever was Unavailable, or both if both were

Unavailable) in the Region affected for the monthly billing cycle in which the Region Unavailability occurred in accordance with the schedule below.

Monthly Uptime PercentageService Credit Percentage

Less than 99.95% but equal to or greater than 99.0%,   10%

Less than 99.0%   30%

We will apply any Service Credits only against future Amazon EC2 or Amazon EBS payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from BIG EASY ONE. 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. Unless otherwise provided in the BIG EASY ONE Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Amazon EC2 or Amazon EBS is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

2.4 Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case at Support@big-easy-software.com . To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected EC2 instance IDs or the affected EBS volume IDs; and
4. your 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).

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

2.5 Amazon EC2 SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon EC2 or Amazon EBS, or any other Amazon EC2 or Amazon EBS performance issues: (i) that result from a suspension described in Section 6.1 of the BIG EASY ONE Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Amazon EC2 or Amazon EBS; (iii) that result from any actions or inactions of you or any third party, including failure to acknowledge a recovery volume; (iv) that result 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); (v) that result from failures of individual instances or volumes not attributable to Region Unavailability; (vi) that result from any maintenance as provided for pursuant to the BIG EASY ONE Agreement; or (vii) arising from our suspension and termination of your right to use Amazon EC2 or Amazon EBS in accordance with the BIG EASY ONE Agreement (collectively, the "Amazon EC2 SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.