



SERVICE LEVEL AGREEMENT
KASEYA SAAS SERVICES

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KASEYA LIMITED
ALEXANDRA HOUSE, THE SWEEPSTAKES,
BALLSBRIDGE, DUBLIN 4
IRELAND

Kaseya Limited Service Level Agreement (“SLA”)

Applicable to Kaseya’s IT Toolkit, IT Center and IT Workbench (“SaaS Services”).

1. Kaseya SaaS Services Uptime Commitment

a. Subject to the terms of this SLA, each Kaseya SaaS Service will have a 99.5% Availability each calendar month (the “Uptime Commitment”).

b. The availability of the Kaseya SaaS Services for a given month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month = TMM; Total minutes in month Unavailable = TMU; and: Availability = $((TMM - TMU) \times 100) / TMM$.

c. For purposes of this calculation, each Kaseya SaaS Service will be deemed to be unavailable to the extent the applicable Kaseya SaaS server will not accept connections. A SaaS Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below in this SLA. Kaseya’s records and data will be the sole basis for all SLA calculations and determinations.

2. Maintenance and Other Exceptions

a. A Kaseya SaaS Service will not be considered to be Unavailable for any outage that results from any maintenance performed by Kaseya (i) of which Customer is notified at least 24 hours in advance; (ii) during Customer’s implementation period; (iii) during Kaseya’s then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”); or (iv) as a result of Customer’s request outside of the normally scheduled maintenance.

b. A Kaseya SaaS Service will not be considered Unavailable for any outage due to (i) Customer’s Data or application programming, acts or omissions of Customer or its agents, failures of equipment or facilities provided by Customer, network unavailability or bandwidth limitations outside of the Kaseya network; (ii) issues arising from bugs or other problems in the software, firmware or hardware of Kaseya’s suppliers; or (iii) force majeure events. The configuration being provided under this SLA is based on assumptions made by Customer and based on information provided by Customer. As a result, Kaseya will not be responsible, under this SLA or otherwise, for any outages or performance issues caused by inaccuracies in these assumptions, including equipment and software failures or performance problems caused by traffic volume or the number of concurrent user sessions.

3. Configuration Changes; Customer Supported Software. This SLA is based on a standard configuration of the SaaS Services to provide the performance level contemplated by the Uptime Commitment in this SLA. If Kaseya notifies Customer that it has determined that Customer’s configuration is not suited to provide this level of performance, this SLA will be suspended until Customer and Kaseya agree upon and implement a new or modified configuration designed to provide this level of performance.

4. Remedies.

a. Customer will have the rights set forth below relating to Kaseya's provision of the SaaS Services. This SLA provides Customer's sole and exclusive remedy for Kaseya's failure to provide the SaaS Services or meet the Uptime Commitment. All standards and commitments are subject to the limitations and exclusions set forth herein.

b. If the Availability of Kaseya SaaS Services for a given month is less than the applicable Uptime Commitment, but 99% or higher, Customer will receive a 10% service credit for the affected SaaS Services for such month. If the Availability of Kaseya SaaS Services for a given month is 98% or higher but lower than 99%, Customer will receive a 25% service credit for the affected SaaS Services for such month. If the Availability of Kaseya SaaS Services for a given month is lower than 98%, Customer will receive a 50% service credit for the affected SaaS Services for such month.

c. In the event Customer is not current in its payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Customer becomes current in its payment obligations.

d. To receive service credits, Customer must submit a written request to billing@kaseya.com, within 30 days after the end of the month in which the Kaseya SaaS Services failed to meet the Uptime Commitment, or Customer's right to receive service credits with respect to such unavailability will be waived.