SERVICE LEVEL AGREEMENT FOR CLOUD SERVICES

1. PARTIES

This Service Level Agreement (SLA) is an agreement entered into between:

- ThorApps, located at 115 King-William St, Adelaide, South Australia, referred to as "ThorApps"
- Client of ThorApps cloud-based services, referred hereafter as "user".

2. DEFINITIONS

The following definitions shall apply for purposes of this Service Level Agreement:

- "O365" means Microsoft Office 365 online offering, comprised of numerous integrated components. At present, ThorApps components are designed to interact with SharePoint Online. ThorApps software components can read, create, modify and delete data stored within the O365 tenant of the user.
- "SharePoint Apps" means software components designed to interact with Microsoft SharePoint and provide additional functionality. Many ThorApps components are SharePoint apps.
- "Hosted Service" means the set of ThorApps components, web pages and web APIs designed to interact with Microsoft O365 services.
- "Hosting Provider" means AZURE by Microsoft that owns and maintains the data centres where ThorApps hosted services are operated from.
- "Error" means a Server Error Response to a Valid Request or no response to a Valid Request because the service is down. Network errors or downtime outside of the Hosting Provider network do not constitute an error.
- "Credit Percentage" means a credit amount calculated as a percentage of the Service Fees.
- "Monthly Availability" means a monthly availability percentage calculated per customer, for a given monthly billing period, as follows: 1 – (total Errors) / (total Valid Requests).
- "Server Error Response" means an HTTP return status code between 500 and 599.
- "Service Fees" means the fees paid for the Services to which the relevant Service Level Guarantee applies, in the monthly billing period in which the event giving rise to a credit first occurred.
- "Valid Request" is defined as a well-formed web request targeting a web page or an API. A valid and up-to-date access token must be supplied as issues by O365.

THORAPPS INFRASTRUCTURE

ThorApps utilises several servicers and databases hosted by Microsoft Azure. Infrastructure components in use are:

- **Traffic Manager** – Geo-route incoming traffic for better performance and availability, redirecting to the closest azure data centre. Traffic manager improves app availability with automatic failover, increase app's responsiveness and distribute traffic equally or with weighted values

- **Load balancer** – receives HTTPs requests and forwards them to one of the web servers, equally dividing the workload. The load balancer is also responsible for constantly monitoring the health of the web servers and excluding faulty servers. The health checks are performed once every 10 seconds.
  Microsoft SLA: https://azure.microsoft.com/en-us/support/legal/sla/traffic-manager/v1_0/

  We guarantee that DNS queries will receive a valid response from at least one of our Azure Traffic Manager name server clusters at least 99.99% of the time.

- **Web Apps** – mission critical Web App designed to auto scale and auto load balance as needed, these high availability web applications are monitored to determine workload and health.
  Microsoft SLA: https://azure.microsoft.com/en-us/support/legal/sla/app-service/v1_0/

  We guarantee that Web Apps running in a customer subscription will be available 99.95% of the time. No SLA is provided for Mobile Apps, Logic Apps, or API Apps while such services are still in Preview or for Apps under either the Free or Shared tiers.

- **Database** – Microsoft Azure SQL Database Service used by ThorApps
  Microsoft SLA: https://azure.microsoft.com/en-us/support/legal/sla/sql-database/v1_1/

  We guarantee at least 99.99% of the time customers will have connectivity between their single or elastic Basic, Standard, or Premium Microsoft Azure SQL Database and our Internet gateway.

However, these infrastructure components may change without notice dependent upon need and technological constraints

3. DATA ACCESS AND STORAGE

ThorApps apps are designed to have access to user data, including list items and documents when allowed. In most cases the allowed access includes the ability to read, write and delete all data. Additionally, when ThorApps access the data, it may pass through the public network to the closest Azure Data Centre that hosts ThorApps' Web App for processing. All traffic is protected by Secure Sockets Layer (SSL) and encrypted, protecting it from unauthorized access by third parties.

4. MAINTENANCE AND AVAILABILITY

A service interruption caused by the Hosting Provider (Microsoft Azure), planned or not, be considered an Error according to this Service Level Agreement at any stage.

5. PERFORMANCE AND RESPONSE TIMES

ThorApps software was designed to optimize performance and response times.

The software was written and tested with performance and redundancy being one of the most important criteria. However, being a highly customizable addition to a third-party product, there are some intrinsic causes for delay in response times or increased errors.

- Users are responsible to configure the way the app functions. It is technically possible to configure data queries that are so large in scope that it causes noticeable delay in response. Factors to consider are
    - number of sites,
    - number of lists,
    - number of items in each list,
    - number of unique item-level permissions, etc.

- Microsoft imposes limits on the number of API calls per unit of time. As ThorApps components make wide use of the APIs to interact with O365, even by following the best practices and recommendations by Microsoft, it is possible for the user to configure ThorApps components to perform an excessive number of API calls, causing errors or complete halt of any additional call processing. Microsoft does not disclose specific throttling settings or limits and they cannot be overridden by ThorApps or the user and may change at Microsoft's discretion at any time.

- Please note current or future limitations, or breaking changes made to SharePoint online by Microsoft and/or the client may break our apps. We will do our best to rectify such errors and publish updates to our apps with fixes when possible, but in some cases such workaround or fixes will not be possible for a while due to lack of APIs or support from Microsoft. These will not be considered an error/lack of response. Also, the client might be requested to opt-in or opt-out specific features of SharePoint online in order to have a workaround for such issues, should the customer decide not to follow these recommendations it would not be considered a breach in SLA.

- Features dependent on Office 365 remote event receivers may, from time to time, get the event notification at a delayed interval, or not at all. Microsoft does not provide log or tracking information on such occurrences and does not guarantee a time limit for when such events can be triggered. As a result, ThorApps cannot guarantee the response time for such features.

6. SUPPORT INCIDENTS AND RESOLUTION

Users who have active subscription with ThorApps can use ThorApps' support services by creating a support ticket.

A support ticket can be created by sending an email to support@thorapps.com. The user will receive a response within 1 business day*, indicating the ticket number for future references. The support team may request additional information from the user and expect adequate response to help solve the issue. Logging might need to be enabled for the web site, in some cases direct access credentials or web sessions might be required as well. Free support is bug fix support and bug fix support only. Support with installing or configuring "may" be provided for free with no SLA at ThorApps' discretion. Dedicated ongoing support for installation or configuration is available with a separate agreement through a ThorApps' partner.

8. SERVICE LEVEL GUARANTEE

We guarantee that your cloud services will be available 99.95% of the time in any given monthly billing period. If we fail to meet this guarantee, you will be eligible for a credit calculated as a percentage of the Service Fees, as follows:

**Business day is considered South Australian Time zone (ACST), with business hours being from 8 am to 5 pm.*

Five percent (5%) of the Service Fees for each 30 minutes of unavailability, after the first 0.1% of unavailability during the month, up to one hundred percent (100%) of the Service Fees.

You shall not be entitled to a credit if the downtime occurred due to misconfiguration, deletion of configuration settings or other changes performed by user both within ThorApps apps and within Office 365. Under no circumstances shall ThorApps be responsible for downtime which occurred due to AZURE or Office 365 downtimes or any other issue such as broken API's, breaking changes due to updates pushed by the O365 or Azure teams, etc.
Under no circumstances shall ThorApps be responsible for loss or alteration of user data resulted from using ThorApps services.