



Service Level Agreement

1. Service Level Agreement ("SLA")

This Service Level Agreement ("SLA") covers performance guarantees for our Vital Data Storage Service only, and is made between Vital International Limited ("Vital") and You our ("Client", Customer, "You").

1.1. You are responsible for checking this document from time to time, as notifications of updates will not be made. This document will be located online at: <http://www.vital-group.com/legal>

2. Terms and Conditions

The following SLA Terms and Conditions apply only to Customers agreeing to a Minimum Service Period of one year (12-months) and only in respect of the provision of such services during such period and where Customer's accounts with Vital are in good standing. The Terms and Conditions apply only where a Client is not in material breach of the Terms and Conditions of the Software and Service License Agreement which can be found at: <http://www.vital-group.com/legal>

2.1. Availability of this SLA may be subject to further conditions or qualifications set forth in additional related agreements between Vital and the Customer including the Software and Service License Agreement. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy for non-performance under the relevant Agreement.

3. Vital Data Centre

The Vital Data Centre is a Class 1 Data Centre that has been architected to deliver the maximum system uptime, security and reliability.

4. System Availability Guarantee

We offer a near 99.9% uptime guarantee. This means that for any given month, while unlikely, it is possible that we may experience an average downtime of up to 60 minutes per month excluding any Scheduled Maintenance or Emergency Maintenance.

5. On-Line File Restore Guarantee

All files stored on the Vital servers are available to you for unlimited downloads and restores. In the event that you are unable to recover your files, the Vital support team will make every reasonable endeavor to recover your lost or corrupted files within four working hours from your initial request during normal business hours. However, as we are unable to diagnose encrypted data, it is likely that we may not always be able to assist you and as such, we cannot guarantee the recoverable nature of your data. Please refer to the SOFTWARE LICENSE AND SUBSCRIPTION SERVICE AGREEMENT for more detail.

6. Disaster Recovery Guarantee

In the event of a major data loss by you involving the loss of entire servers and their contents, where such servers and files are legitimately backed up on the Vital System, we will make all reasonable efforts to provide expert guidance to you in order to restore the system to its original operational state. We will provide such reasonable support as is necessary to work with you or your suppliers in order to ensure that system files and data files are restored to any replacement

hardware subject to the condition that such replacement material is correctly configured, specified and available.

7. Notification of non-performance

To be eligible for any compensation You must notify Vital of the possible incident at your earliest opportunity. Upon opening a support ticket, we will ascertain whether the problem exists within our realm of reasonable control. We will make reference to our system log files to confirm the appropriate breach of the SLA. In the event of a disaster, notification by telephone to the Support Team is acceptable, where the Support Team will validate the nature of the disaster. Please contact the support team via the details provided in the Customer Acceptance pack.

8. Compensation Payments

In case of non-performance under this Agreement, you will be compensated as follows:

8.1. System Availability Guarantee - if an outage exceeds 60 minutes, we will refund 5% (five percent) of your base monthly recurring fee per hour of downtime, up to 100% (one hundred percent) of the base monthly recurring fee.

8.2. On-Line File Restore Guarantee - if a file or set of files is not recoverable within 4 hours of the initial request, we will refund you 5% (five percent) of your base monthly recurring fee for each MB (Megabyte) of non-restorable data, up to 100% (one hundred percent) of the base monthly recurring fee.

8.3. In all cases these Compensation Payments are non-cumulative and the highest amount for each category will be paid. In all cases the maximum payment in anyone month will not exceed 100% of the Client's base monthly recurring fee.

9. Refund Procedures and Exceptions

Clients must notify us via email to customerservices@vital-group.com or via fax to 020 7903 8725, indicating that they wish to pursue their rights as guaranteed by this SLA within 7 days of the incident. If a response from us is not received within 24 hours, the Client should assume that a technical difficulty has prevented us from receiving their request, and should contact our personnel via telephone at 020 7903 8749.

10. Scheduled Maintenance

Scheduled Maintenance means any maintenance at the Vital Data Centres, where the Customer is notified 24 hours in advance by email, or that is performed in a standard maintenance window on Sundays from 10:00hours to 17:00 hours GMT.

11. Force Majeure

Except in respect of payment liabilities, neither party to this agreement will be liable for failure or delay in performance of its obligations under this SLA due to reasons beyond its reasonably control including: acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice for such cause.