



## SAAS MADE EASY: SERVICE LEVEL AGREEMENT

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THIS SERVICE LEVEL AGREEMENT DEFINES THE SERVICE LEVELS PROVIDED TO YOU BY THE COMPANY ("SaaS Made Easy").

Capitalized terms used herein but not otherwise defined shall have their respective meanings set forth in the Master Service Agreement (the "Agreement"). The term "You" shall have the definition set forth in the Agreement. In the event of any conflict between this Service Level Agreement and the Agreement, the Agreement shall govern.

**I. Service Definition.** SaaS Made Easy will provide Hosted Team Foundation Server and other Application Services as defined by the plan or plans purchased by You from SaaS Made Easy (the "Services").

**II. Technical Support.** SaaS Made Easy will provide You through Your authorized account contacts with technical support on setting up and configuring Your account, access to the Services, and other issues related to the Services. Only Your authorized account contacts may request information, changes or technical support pursuant to the Agreement.

SaaS Made Easy uses commercially reasonable efforts to maintain a standard response time to technical support issues. This response time will depend on the complexity of the inquiry and support request volume. The Technical Support Department assigns the highest priority to customer inquiries related to server unavailability. The estimated time to respond does not apply to inquiries that require extensive research and testing.

Support is available by email by contacting our support Department at [support@saasmadeeasy.com](mailto:support@saasmadeeasy.com) or by calling our support line at 1-888 between the hours of 8 AM and 8 PM Eastern Standard Time (EST).

### **III. Billing Disputes**

SaaS Made Easy must receive notice of billing disputes within sixty (60) days of the date Your account was invoiced for the Services or You shall be deemed to have accepted such charges.

### **IV. Control Panels and Server Management**

- a. Custom Configuration. Requests for modification to the standard configuration will be considered on a case-by-case basis. Approval of such modifications will be at SaaS Made Easy's

sole discretion. SaaS Made Easy does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

b. Additional Services. For the tasks that cannot be performed through the administrative control panel or for services that are not included in the plan or plans purchased by You, You may request SaaS Made Easy perform professional services on a time and materials basis through the administrative control panel or Technical Support. The request shall include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. SaaS Made Easy may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. The services shall be performed at SaaS Made Easy's standard published rates, provided that any emergency services that require commencement within 24 hours shall be charged at 1.5x SaaS Made Easy's standard published rate of 75.00/hour. SaaS Made Easy will use commercially reasonable efforts to perform requested services. However, it does not guarantee any particular result from performance of services or make any representations or warranties regarding such services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result from performing tasks requested by You.

## **V. Maintenance**

a. Scheduled Maintenance. To ensure optimal performance and security of the Services, SaaS Made Easy will routinely perform maintenance on a regularly scheduled basis within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. SaaS Made Easy schedules maintenance windows according to its policies, which can be referred to in the administrative control panel. Service unavailability due to scheduled maintenance will be excluded from Your uptime calculations for availability. SaaS Made Easy will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your Services.

b. Emergency Maintenance. Under certain circumstances SaaS Made Easy may need to perform emergency maintenance, such as security patch installation or hardware replacement. SaaS Made Easy will not be able to provide You with advanced notice in case of emergency maintenance. Service unavailability due to emergency maintenance will be excluded from the uptime calculations.

c. Hardware Replacement. SaaS Made Easy will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. SaaS Made Easy shall use commercially reasonable efforts to implement hardware replacement within four hours from the time the problem is identified. In the case where this time is exceeded, the excess downtime is counted against the Service Availability credit.

## **VI. Service Availability.**

a. Uptime. SaaS Made Easy shall provide at least 99.99% Service Availability, measured on a per calendar-month basis. Service Availability is defined as the ability of a user on Your Team Foundation Server account to access and retrieve information from his or her Team Foundation server projects, provided that Your account is active, in good standing and enabled. Unavailability caused by issues beyond SaaS Made Easy's reasonable control, including denial of service or similar attacks, mail bombs, DNS resolution, Domain Name expiration, Internet availability, SYN attacks, and other events or any other Force Majeure event will be excluded from Service Availability calculations.

## **VII. Credit for Non-Compliance**

a. Service Availability. If Service Availability for the first 30 day period (or any calendar month thereafter) is below 99.99%, SaaS Made Easy will issue a credit to You according to the schedule below:

Service Availability

Amount of the refund as a percentage of monthly fee for affected Service

99.0% to 99.99% 3% of monthly fee credited

98.0% to 98.99% 5% of monthly fee credited

95.0% to 97.99% 10% of monthly fee credited

90.0% to 94.9% 25% of monthly fee credited

89.9% or below 2.5% credited for every 1% of lost availability up to the maximum total penalty limit

To receive a credit, Your account must (a) be in good standing with SaaS Made Easy, and (b) send an email or written credit request to the Billing Department in the month immediately following the month for which You are seeking a credit. Credit requests must include Your account username (account number) and the dates and specific times that the Service availability was below the prescribed levels.

The Billing Department will compare information provided by You to the monitoring data SaaS Made Easy maintains. A credit is issued only if SaaS Made Easy confirms from the monitoring data warranting the credit.

b. Total Credit Limits; Sole and Exclusive Remedy. The total credit to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the credit is to be issued, unless the amount to be credited is less than \$1.00 in which case the credit amount will be \$1.00. Only one credit and credit level is available in any given month.

Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the credit described in this Section VII shall be Your sole and exclusive remedy in connection with any outages, unavailability or breach by SaaS Made Easy of the Agreement or this Service Level Agreement.

#### **VIII. Server Software**

a. Software Configuration. SaaS Made Easy will exercise industry standard practices to ensure that all pre-installed software is correctly configured. In case there is more than one way to configure the software, SaaS Made Easy will choose the configuration it determines, in its sole discretion, to be the most appropriate.

b. Patches, Updates and Service Packs. SaaS Made Easy will use commercially reasonable efforts to promptly install security patches, updates, and service packs. Software updates may change system behavior and functionality and as such may negatively affect the Services purchased by You. SaaS Made Easy cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, SaaS Made Easy will use commercially reasonable efforts to remedy the situation as soon as possible after being notified of the problem by You.

c. Required Upgrades. SaaS Made Easy may be required by its software licensors to upgrade to the latest versions of the software. Licensor-required upgrades will be performed free of charge and upon reasonable notice to You. Software upgrades on SaaS Made Easy's servers will occur at SaaS Made Easy's discretion upon reasonable notice to You.

d. Incompatibilities. SaaS Made Easy is not responsible for problems that may arise from incompatibilities between new versions of the software and Your content, regardless of whether it was a requested, required or a discretionary upgrade. Nevertheless, SaaS Made Easy will use commercially reasonable efforts to assist You in finding a solution.

**IX. Storage Capacity; Data Transfer; Server Resources.** Each account is allotted storage capacity and data transfer amounts on SaaS Made Easy's servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased through the administrative control panel for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing Service unavailability or data loss. SaaS Made Easy shall not be responsible for such unavailability or data losses. Server resources are shared among all customers hosted on the same server(s). SaaS Made Easy configures servers, Services and storage in such a way that You are separated from other customers. However, due to its nature, for shared resources, server and service performance levels cannot be guaranteed.

## **X. Privacy; Confidentiality**

a. Privacy. SaaS Made Easy is committed to protect Your privacy and the confidentiality of Your data to the maximum extent permitted by law and/or accepted by industry standards. We will not access, view or review any of Your private data accessible to us (including but not limited to that contained in Your web server files, e-mail messages, calendars, notes, contacts, memos or public folders) unless:

1. either You or a government agency or regulatory body specifically requests us to do so;
2. when performing routine backup and restore operations, virus scan and virus removal, spam and content filtering; or
3. if such access, view or review is urgent and necessary to protect personal safety, perform troubleshooting, restore systems operation in the event of a server failure, remove illegal or offending (e.g. pornographic, violating our policies, etc.) content or prevent a server failure, Service outage or other damage. Under no other circumstances will SaaS Made Easy access Your private data or share Your confidential data with any third parties without Your prior permission, except to the extent required by law or governmental or regulatory body or necessary to render our services to You.

## **XI. Data**

a. Data Integrity and Server Backup. SaaS Made Easy will utilize various technologies to ensure the integrity of Your data on SaaS Made Easy's servers and to prevent data loss in the event of disk failure. SaaS Made Easy performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at SaaS Made Easy's sole discretion. SAAS MADE EASY SHALL NOT PERFORM RESTORE SERVICES OF YOUR DATA UNLESS SUCH RESTORE SERVICES ARE SPECIFICALLY NOTED IN A CUSTOMIZED SERVICE AGREEMENT. Additional service charges may apply if SaaS Made Easy recovers lost data that SaaS Made Easy is not required to restore according to Your service plan.

**XII. Data Retention.** While Your account is active, SaaS Made Easy shall retain Your data, including but not limited to the content of the database information store, active directory, log files and backup copies. SaaS Made Easy shall not be responsible for retaining any of Your data after account termination. All data is deleted from the servers after Your account is terminated and from backups during scheduled backup rotation. SaaS Made Easy shall not restore, provide on any storage media or send out any data pertaining to terminated accounts, unless specifically noted in a customized service agreement.

**XIII. Customer Responsibilities.** To access SaaS Made Easy services You must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing, data uploading and downloading and that does not constrain Microsoft®Team Foundation Server functionality;
- Windows XP or later to access the Team Foundation Server server using the Team Explorer client;
- a fully functional Internet browser to access the Team System Web Access control panel; and
- a fully functional Client Access License(CAL) for Team Explorer.