



## Service Level Agreement v3

### 1. Coverage; Definitions

- 1.1. This Longsight Service Level Agreement (SLA) applies to Sakai Support Services and Sakai Hosting Services for which Clients have contracted with Longsight, Inc. ("Longsight").
- 1.2. As used herein, the term "Sakai Services Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of Client's web service is available for access by third parties via HTTP and HTTPS, as measured by Longsight.

### 2. Sakai Support Services

- 2.1. Tier 1 problem reports (end user issues such as student and faculty inquiries) will typically be handled by Client or Client employees but may be escalated by the Client to Tier 2 status.
- 2.2. Tier 2 reports (questions about the operation of supported services, reports of software bugs, requests for feature additions, etc.) will be submitted to Longsight via the following methods:
  - 2.2.1. web (support.longsight.com)
  - 2.2.2. email (support@longsight.com)
  - 2.2.3. phone (1-740-599-5005)
  - 2.2.4. during the routine monthly conference calls
- 2.3. Web and email reports flow immediately into Longsight's problem tracking systems and will be confirmed by return email. Phone reports will be entered into the problem tracking system when received. Tier 2 problem reports will be handled on a priority basis and counted against the contracted annual allocation of support hours.
- 2.4. All emergency reports concerning Sakai Service Availability, outages or other conditions that broadly affect the Client's services shall be reported briefly by phone with additional information submitted by email or web.
- 2.5. In the event that the Client's services are inaccessible for a period of more than four (4) hours, Longsight will convene a conference call with Client staff members to discuss the situation and plan for recovery.

### 3. Sakai Hosting Services

- 3.1. Longsight's goal is to achieve 100% Sakai Service Availability for all Clients.
- 3.2. Remedy: Subject to Section 4 below, if the Sakai Service Availability of Client's web service is less than 100%, Longsight will issue a credit to Client in accordance with the following schedule, with the credit being calculated on the basis of one month's hosting costs for the affected Services. Credit remedies do not apply to monthly fees charged for support of applications.

*Sakai Service Availability Credit Percentage:*

100%	0%
99.999% to 100%	1%
99.99% to 99.999%	2%
99.9% to 99.99%	5%
99% to 99.9%	7%
90% to 99%	10%
Below 90%	100%

### 4. Exceptions

- 4.1. Client shall not receive any credits under this SLA in connection with any failure or deficiency of Sakai Service Availability caused by or associated with:
  - 4.1.1. circumstances beyond Longsight's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
  - 4.1.2. failure of access circuits to the Longsight network, unless such failure is caused solely by Longsight;
  - 4.1.3. scheduled maintenance and emergency maintenance and upgrades;
  - 4.1.4. DNS issues outside the direct control of Longsight;
  - 4.1.5. issues with FTP, POP, IMAP or SMTP client access;
  - 4.1.6. false SLA breaches reported as a result of outages or errors of any Longsight measurement system;
  - 4.1.7. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the services in breach of Longsight's Acceptable Use Policy;
  - 4.1.8. e-mail or webmail delivery and transmission;
  - 4.1.9. DNS (Domain Name Server) Propagation.
  - 4.1.10. outages elsewhere on the Internet that hinder access to your account. Longsight is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Longsight will guarantee only those areas considered under the control of or

agreement by Longsight: Longsight server links to the Internet, Longsight's routers, and Longsight's servers.

## **5. Credit Request and Payment Procedures**

- 5.1. In order to receive a credit, Client must make a request by sending an email message to [support@longsight.com](mailto:support@longsight.com). Each request in connection with this SLA must include Client's name and the dates and times of the unavailability of Client's Services and must be received by Longsight within ten (10) business days after Client's Services were not available. If the unavailability is confirmed by Longsight, credits will be applied to subsequent charges within two billing cycles after Longsight's receipt of Client's credit request.
- 5.2. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA shall not exceed the total hosting fee paid by Client for such month for the affected services. Credits are exclusive of any applicable taxes charged to Client or collected by Longsight and are Client's sole and exclusive remedy with respect to any failure or deficiency in the Service Availability of Client's Services. Credits may be applied only to subsequent charges; no cash refunds will be made.

## **6. Changes to the policy**

- 6.1. This policy may be updated from time to time. Updates will become effective as soon as they are published at [www.longsight.com](http://www.longsight.com). If there are any material changes to these policies, Clients will be notified by email prior to the change being published and becoming effective. Clients' continued use of the Services constitutes your agreement to be bound by such changes to the policy. Your only remedy, if you do not accept the updated terms of a Longsight policy, is to discontinue use of the Services.

Questions about this Privacy Policy should be directed to [information@longsight.com](mailto:information@longsight.com). More information about Longsight can be found at [www.longsight.com](http://www.longsight.com).