



Read & Write

Service Level Agreement

TH 2.2 Read&Write SLA : Ver 1 Rev 1 : Auth RG

General

Texthelp (the “Licensor”) shall use best effort to ensure that Read&Write is available to deliver services with 99.9% uptime, and be available to respond to support requests and downtime reports during defined Business Hours. If the services become unavailable our customers (the “Licensee”) may be eligible to receive the Service Credits described below.

Definitions

Business Hours

Means from 9am to 5pm GMT and 9am to 5pm Eastern Time and 9am to 5pm AET, Monday through Friday.

Downtime

Means the Services are not responding.

Downtime Period

Means the amount of time the Services are not available.

Intermittent Downtime Period

Means the Services are restored within five (5) repeated end user requests, which will not be counted towards any Downtime Periods and carry no penalty.

Monthly Uptime Percentage

Means the total number of minutes in the calendar month minus the number of minutes of Downtime experienced from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.

Reporting of issues

Licensee must report issues to Licensor using the agreed communication methods. Licensor is not liable if issues are sent to individual email addresses or individual telephone numbers.

- Support via **email** from 9am to 5pm GMT and 9am to 5pm Eastern Time, Monday through Friday; ‘Licensee name’ & ‘Read&Write Support’ in the title to: Support@texthelp.com
- UK based Support is available via **phone** from 9am to 5pm GMT, Monday - Friday. Maintenance and Support via phone: 0800 328 7910 (freephone) or 028 9442 8105
- USA & Canada based Support is available via **phone** from 9am to 5pm Eastern Time, Monday - Friday. Maintenance and Support via phone: toll-free (888) 248 2479 Woburn, MA 01801

Scheduled Downtime

Means those times where Texthelp gives notification of periods of Downtime five (5) days prior to the commencement of such Downtime. There will be no more than twelve (12) hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Service Level Agreement and will not be counted towards any Downtime Periods.

Services

Means the online services provided to Licensee which includes:

1. Generation and delivery of Speech Requests for playback
2. Generation and delivery of Dictionary definition requests
3. Generation and delivery of Picture Dictionary requests
4. Generation and delivery of Word Prediction requests
5. Generation and delivery of Translation requests
6. Generation and delivery of documents from Collected Highlights
7. Generation and delivery of documents containing Vocabulary lists
8. Generation and delivery of Speech Maker audio files
9. Generation and delivery of Simplified web content

Service Credit

May be provided according to the following schedule:

One day Credit

Includes One (1) day of Services added to the end of the Term, at no charge to the Licensee if the Monthly Uptime Percentage for any calendar month is between 99.9% and 97.0%;

One week Credit

Includes Seven (7) days of Services added to the end of the Term, at no charge to the Licensee, if the Monthly Uptime Percentage for any calendar month is between 97.0% and 95.0%;

Two weeks Credit

Includes Fourteen (14) days of Services added to the end of the Term, at no charge to the Licensee, if the Monthly Uptime Percentage for any calendar month is less than 95.0%.

Customer Must Request Service Credit

In order to receive any of the Service Credits described above, Licensee must notify Licensor by email or otherwise in writing within thirty (30) days from the time Licensee becomes eligible to receive a Service Credit.

Maximum Service Credit

The aggregate maximum number of Service Credits claimable for any and all Downtime Periods that occur in a single calendar month shall not exceed thirty days of Services added to the end of the Term. Service Credits may not be exchanged for, or converted to, monetary compensation.

Exclusions

This Service Level Agreement does not apply to any performance issues:

- I. caused by factors outside of Licensor's reasonable control;
- II. that resulted from any actions or inactions of Licensee or any third parties;
- III. that resulted from Licensee's equipment and/or third party equipment (not within the primary control of Licensor).

This Service Level Agreement states Licensee's sole and exclusive remedy for any failure by Licensor to provide the Solution as a result of unscheduled Downtime, except as may be otherwise agreed.

Issue resolution

In the event of a period of downtime, the Licensor will provide a written (email) response to the Licensee within a period of 2 Business Hours of the downtime occurring. Licensor will make a best effort to provide a solution, or workaround to the issue within 4 Business Hours.

In the event of a major outage that cannot be resolved within 4 Business Hours, the Licensor will advise the Licensee of the expected time for a resolution.