

Team Foundation Server Hosting Service Level Agreement

This Service Level Agreement ("SLA") applies to all customers who purchase Team Foundation Server Hosting service from Dynamsoft.

Dynamsoft reserves the right to modify the terms and conditions of the SLA at any time, effective upon posting of an updated version of this Agreement on the Dynamsoft web site.

TEAM FOUNDATION SERVER HOSTING SERVICE

Dynamsoft agrees that our Team Foundation Server Hosting Service will be available 100% of the time in a given month, excluding scheduled and emergency maintenance which we will notify customers by e-mail in advance. Dynamsoft will try to minimize any service unavailability caused to customers.

Should a TFS Hosting outage happens, we will credit you 5% of your monthly fee for every uninterrupted 30 minutes of downtime (up to, but not exceeding 100% of one monthly payment). The Credit will be applied toward the next TFS Hosting account invoice. The Credit cannot exceed the amount you paid to Dynamsoft for 1 month of TFS Hosting service, regardless of the amount due. The Credit cannot be applied to a different TFS Hosting account. Customer may not combine different TFS service downtimes less than 30 uninterrupted minutes to satisfy the SLA downtime requirement. Any TFS Hosting service issue may not be augmented by other public network or service-related downtimes to satisfy the SLA requirements or to claim additional downtime.

EXCLUSION

The SLA doesn't apply to the events outside of Dynamsoft's control:

- Any utilized Scheduled Service Downtime.
- Any interruptions, delays or failures caused by customer or customer's employees, agents, or subcontractors, such as, but not limited to, the following:
 - Inaccurate configuration
 - Client initiated server over-utilization
 - Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits
- Acts of God, Force Majeure, or any other situations beyond the control of Dynamsoft.

SERVICE CREDITS

In order to take advantage of this SLA, you must notify us of your intent to claim credit within 5 days of the beginning of the event for which you seek credit. To notify us, you must open a ticket through the Dynamsoft Hosted Portal at https://www.dynamsoft.com/Secure/Hosted_Signin.aspx. Customer must be in compliance with all contracts between Dynamsoft, including being current on all fees due to us at the time of the incident, as well as when the credit may be applied. You must provide reasonable details regarding the claim, including but not limited to, detailed description of the event, incident duration, and description of attempts to resolve the issue.