



SERVICE LEVEL AGREEMENT
DeWilde & Basinger, Inc dba Webriculture
Last revised Jan 1, 2018.

This Agreement represents a Service Level Agreement (“SLA”) between DeWilde & Basinger, Inc. dba Webriculture and the user (“Customer”) of Webriculture’s hosted software and/or system (“Services”). This SLA stipulates service level terms and conditions with respect to Webriculture’s Services and what remedies are available to the Customer in the event Webriculture fails to meet the terms of this SLA. This SLA is binding only on the Customer and Webriculture and does not apply to any third party users.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. DEFINITIONS

1. “Agreement” The Customer’s use and access to Services is governed by this SLA, as well as our Privacy Agreement, Acceptable Use Policy, and any other documents referred to herein (collectively, the “Agreement”).
2. “Business Hours” means 9a.m. to 5p.m. Pacific Standard Time, Monday through Friday, excluding major holidays as observed by banking institutions in the locale of Marion County, Oregon.
3. “Service Maintenance” means Webriculture’s maintaining of the Service, including performing software updates. Service Maintenance includes, hardware upgrades, software upgrades, database indexing processes, network upgrades or configuration changes, or other upkeep not listed here that we view essential to meeting the Service Availability Level Goals in section 2b herein.

2. SERVICE AVAILABILITY

1. Service Availability – General. Webriculture’s goal is to provide Service Availability twenty-four hours per day, seven (7) days per week (termed “24x7 Availability”) except during times of Service Maintenance as listed in section 2d herein.
2. Service Availability Level Goals - Webriculture will make every reasonable effort to achieve our target Service Availability Goal of 99.99% network uptime except during periods of Service Maintenance. By using Webriculture’s Services, Customer recognizes that the Services are internet based and, as such, they are dependent on many systems and / or technologies that are outside of Webriculture’s control. Routing anomalies or inconsistencies, DNS or registrar failures, and other like failures that cause a disruption or loss of connection to Webriculture’s Services shall not be considered any failure of the 99.99% network uptime. While Customers are free to monitor the Services pursuant to their own goals, it is agreed that Webriculture’s proactive monitoring of network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime.
3. Response Time to Issue – Webriculture receives alerts when system faults occur. Additionally, Customer may report problems to Webriculture. Once notified, Webriculture will respond, at a minimum, pursuant to our Support Policy (Section 3 herein).
4. Service Maintenance – It is agreed by all parties that updates to our Services or underlying components may, at times, cause errors as defined in our Support Policy below. Webriculture will make every reasonable effort to limit Service Maintenance causing Level 1 Errors to no more than three (3) hours per month. If Webriculture knows beforehand that a particular Service Maintenance will result in a Level 1 Error outside of standard Service Maintenance Times (see below) we will make every effort to contact all Customer’s beforehand with the intent to mitigate impacts to Customer’s use of the Services.
5. Service Maintenance Times
Monday through Friday (8p.m. to 5a.m. PST)
Saturday (all day)
Sunday (all day)

3. LIMITATIONS

Webriculture cannot be held liable for failure to meet our Service Level Availability Goals due to (i) any downtime caused by Customer; or (ii) any changes to the Service by parties other than Webriculture.

Webriculture reserves the right to change this SLA at any time, and without notice.

The current SLA may be viewed here: <https://webriculture.com/hosting/SLA>.

4. SUPPORT POLICY

1. Overview - It is agreed by all parties that failure by Webriculture to meet our Service Level Availability Goals will be handled according to this policy. Customer also agrees that with regard to issues reported, Webriculture reserves the right to respond to issues at our own discretion based upon our determination of the severity of all current or outstanding issues. Below are three classifications that may be used to generally describe the types of disruptions that will, at times, prevent Customer from accessing Webriculture's Services.

2. Types of Issues

Level 1 – Urgent: A Level 1 issue is any issue that causes a complete and/or total lack of Customer's ability to access Webriculture's Services. No workaround is available, and Customer is completely dependent on Webriculture to resolve the issue before Customer can resume access to the Services.

Level 2 – High Priority: A Level 2 issue is an issue where Webriculture's Services are accessible, but all or part of the services may not be working as designed or certain functions may not be working or fully operational causing Customer a significant disruption of business operations. A workaround may or may not be present allowing Customer a way to mitigate the issue while it is being fixed.

Level 3 – Low Priority: A Level 3 issue is an issue where Webriculture's Services are accessible, but all or part of the services may not be working as designed or certain functions may not be working or fully operational causing little to no disruption of Customer's business operations. A workaround will likely be present or made available upon our response to the issue (see Response Times below) allowing Customer a way to mitigate the issue while it is being fixed.

3. Response Goals

The following outlines Webriculture's response goals for each type of Issue:

- a. Urgent issues: Will be investigated within 1 hour during our Business Hours with a response guaranteed within 8 Business Hours.
- b. High Priority issues: Will be investigated within 2 hours during our Business Hours with a response guaranteed within 10 Business Hours.
- c. Low Priority issues: Will be investigated within 4 hours during our Business Hours with a response guaranteed within 2 business days.

Note: While we understand that Customer's user's may, from time to time, become accustomed to e-mailing Webriculture's support staff directly at their personal e-mail addresses, it is imperative that Customer use the appropriate group e-mail address provided to them in their Terms of Service as the sole way

of communicating a Service Availability Issue to Webriculture via e-mail. In addition to the group e-mail addresses, our support staff may be contacted during business hours at 971-719-2251.