

# **WHYQ – SERVICE LEVEL AGREEMENT**

This WhyQ Service Level Agreement (the “SLA”) is an agreement between you, the Client, and WhyQ , with ABN 64 847 503 156, and registered address at 1 Harwood St, Pyrmont, Australia 2009, a company existing and incorporated under the laws of the Commonwealth of Australia (hereinafter “WhyQ”). The SLA shall specify the level of the services and the commitments respect to the SMS Queue Management solution (the “Solution”), provided by WhyQ to the engaging client, which may either be an individual or the legal entity on whose behalf the registering individual is acting.

## **1. DEFINITIONS.**

- 1.1. The following definitions shall apply to this SLA:
  - 1.1.1. “Force Majeure” shall be used to those events which are beyond the reasonable control of either party, including but not limited to acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, war, riots, epidemics, fire, energy or electricity related problems, and other such circumstances.
  - 1.1.2. “Solution” shall refer to the SMS Queue Management solution provided and supported by WhyQ.
  - 1.1.3. “Website” shall be the online page or website available at <http://www.whyq.me> .
  - 1.1.4. “Client” shall be the purchasing individual or entity.
  - 1.1.5. “Designated Contacts” shall be the contacts established in this Agreement.
  - 1.1.6. “Governing Documents” shall refer to the group of documents which incorporate the [Privacy and Cookie Policies](#), the [Terms of Services](#), the [Software as a Service Agreement](#) and this Service Level Agreement.

## **2. WEBSITE AVAILABILITY.**

- 2.1. Except where Force Majeure cases occur or apply, WhyQ guarantees an uptime of its Website of 98.7% on a quarterly basis.
- 2.2. Website is provided on an as-is basis, as established in the SaaS Agreement.

### **3. NETWORK.**

- 3.1. These times specify the loading times of the Website and the Solution itself. The times mentioned in section 3.2 and 3.3 exclude any network latency; it is only the time for a request to complete after WhyQ has received such request and the expected time for the return of such network based request. The Network requests do not include the time for Client's request to reach WhyQ, or for the first byte of WhyQ's response to reach the Client.
- 3.2. 20% of network requests will complete within 100 ms.
- 3.3. 80% of network requests will complete within 500 ms.

### **4. ACCESS.**

- 4.1. Onsite Access. In the event that Client has hired such feature, Client must warrant access of personnel of WhyQ to the premises where the Solution has been implemented and/or runs.
- 4.2. Network Access. In the event that Client has hired such feature, Client must warrant access to the network on which the Solution works. Such access may occur on and/or off-site.

### **5. SUPPORT**

- 5.1. WhyQ offers support for problems related to the use and functionality of the Solution and the Website, provided that such problems are not due to local problems of the Client, problems which result from Force Majeure related events or the internet quality, speed or accessibility of Client or its premises.
- 5.2. Web-based support. Client may access the website to find information on possible problems, troubleshoots or other documentation applicable to the Solution, its use or other technical related information.
- 5.3. Phone support. Client may call USA (510) 296 3706 or Worldwide +61 2 9159 6692
- 5.4. Email. [support@whyq.me](mailto:support@whyq.me)
- 5.5. Hardware replacement. In the event that Client has hired such feature WhyQ shall use reasonable efforts to provide required hardware replacements, provided that the hardware is previously inspected by WhyQ. Costs may apply if the grounds or motives of non-performance of

the hardware was foreseeable by Client, was caused by customers of Client or was altered in any way by Client.

## **6. DESIGNATED CONTACTS.**

- 6.1. Client Designated Contact. Client designates the as designated contact the individual which registered the account or has been the contact throughout the negotiations with WhyQ. Client is obligated to report the change of their Designated Contact, and may do so at any given moment during the validity of the Governing Documents.
- 6.2. WhyQ Designated Contact: Support, support@whyq.me
- 6.3. For further WhyQ contacts:

WhyQ (ABN 64 847 503 156)

*1 Harwood St, Pyrmont, Australia 2009.*

Phone: AUS (02) 9159 6692 USA (510) 296 3706

Email: info@whyq.me

## **7. COMPENSATION**

- 7.1. Breaches to this SLA by WhyQ may result in a 150% credit for the amount of time for which such breach remains unsolved.