Konect Global Data Service - Service Level Agreement (SLA)

1. Standard terms applicable to all Service Levels outlined herein:

   a. Definitions

      i. "Claim" means a claim submitted by Customer to Campbell Scientific pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
      ii. "Customer" refers to the organization that has accepted a Konect Global Data Service Subscription Agreement ("Agreement") under which it has purchased Konect Global Data Services from Campbell Scientific.
      iii. "Customer Support" means the services by which Campbell Scientific may provide assistance to Customer to resolve issues with the Services.
      iv. "Incident" means any set of circumstances resulting in a failure to meet a Service Level.
      v. "Campbell Scientific" means the Campbell Scientific entity that issued your Konect Global Data Service Subscription Agreement.
      vi. "Service" or "Services" refers to the Konect Global Data Services provided to Customer pursuant to the Agreement.
      vii. "Service Credit" is the percentage of the monthly service fees for the Service that is credited to Customer for a validated Claim.
      viii. "Service Level" means standards Campbell Scientific chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.

   b. Service Claims

      i. Campbell Scientific provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting http://www.konectgds.com.
      ii. In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by Campbell Scientific, within five business days following the Incident.
      iii. To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network traceroutes, the URL(s) affected and any attempts made by Customer to resolve the Incident.
      iv. In order for Campbell Scientific to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the billing month following the billing month in which the Incident which is the subject of the Claim occurs.
      v. Campbell Scientific will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.
      vi. In the event that more than one Service Level is not met because of the same Incident Customer must choose only one Service Level under which a Claim may be made based on that Incident, and no other Claim under any other Service Level will be accepted for that Incident.

   c. Response Times

      i. The response time is a measure of how long it takes Campbell Scientific to respond to an incident raised by the Customer.
      ii. Campbell Scientific is deemed to have responded when it has replied to the Customers initial request, this may take the form of an email or telephone call, and this will be to either provide a solution or request further information.
      iii. Campbell Scientific will respond to an incident within two working business days.

iv. Campbell Scientific response times apply during standard working hours in England (United Kingdom), these are defined at 09:00 to 17:00 Monday to Friday excluding bank holidays and public holidays.

d. Resolution Times

   i. Campbell Scientific will always endeavour to resolve incidents as swiftly as possible.
   ii. Campbell Scientific is unable to provide guaranteed resolution times. This is because the nature and causes of incidents can vary enormously.
   iii. Campbell Scientific will make its best efforts to resolve an incident as quickly as possible and will provide progress updates to the Customer wherever appropriate.

e. SLA Exclusions

   i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:

      1. Due to factors outside Campbell Scientific's reasonable control;
      2. That resulted from Customer's or third party hardware or software;
      3. That resulted from actions or inactions of Customer or third parties;
      4. Caused by Customer's use of the Service after Campbell Scientific advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
      5. During beta and trial Services (as determined by Campbell Scientific);
      6. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Campbell Scientific's Service by means of Customer's passwords or equipment.
         Or
      7. Due to Customer's usage of the service above that outlined for the associated subscription level. Unless amended by a superseding subscription definition, this is limited to (per device):
         a. Data collection up to 100 data-points per minute (1 data-point is one table field from a datalogger, for string fields every 4 characters is counted as 1 data-point).
         b. A maximum of 10MB (Megabytes) of data ingress per month (defined as 31-days from the 1st of the month).
         c. A maximum of 500MB (Megabytes) of data egress per month (defined as 31-days from the 1st of the month), including; but not limited to views, queries, scheduled reports and kiosk mode dashboards, across all users (passports).

f. Service Credits

   i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
   ii. Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.
   iii. The Service Credits awarded in any billing month shall not, under any circumstance, exceed Customer's monthly Service fees.
   iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the Service, as determined by Campbell Scientific in its reasonable discretion. In cases where Customer has purchased Services from a reseller the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Campbell Scientific in its reasonable discretion.
   v. Service Credits for this SLA will only be calculated against monthly fees associated with the Konect Global Data Service.
   vi. Service subscription charges will continue as normal whilst a claim is in progress. Any Service Credits which may be awarded as the result of any claim will be applied against subsequent invoices.

2. Service Levels

   a. Monthly Availability Service Level

i. Definitions

1. "Total time intervals" is the number of 5-minute intervals in a monthly billing cycle, calculated by multiplying the number of days in the cycle by 24 * 60 / 5.
2. "Time interval of Downtime" A 5-minute interval is marked as unavailable if all the customer's attempts to establish a login to Konect Global Data Service fail. Failures caused by the software, hardware or network at the site used by the Customer to connect to Konect Global Data Service are not included.
3. "Scheduled Downtime" means those times where Campbell Scientific notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. Scheduled Downtime of fewer than 12 hours per calendar year is not considered Downtime for purposes of this SLA.
4. "Monthly Uptime Percentage" for a specific Customer is calculated by taking the Total time intervals in a given calendar month minus the Total time intervals of Downtime experienced in a that calendar month, all divided by the Total time intervals in that calendar month. This is reflected in the following formula:

$$\frac{\text{Total time intervals in a month} - \text{Total time intervals of Downtime in that month}}{\text{Total time intervals in the month}}$$

ii. Uptime Service Levels

Monthly Uptime Percentage	Service Credit
<99%	10%