WhoisEDI Service Level Agreement

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1. Application of WhoisEDI SLA

This WhoisEDI Service Level Agreement (SLA) provides Customers with certain rights and remedies regarding the performance of the WhoisEDI web applications (as defined below). Use of WhoisEDI Service constitutes acceptance and agreement to WhoisEDI's Privacy Policy as well as WhoisEDI's Terms of Use available on https://www.whoisedi.com

2. Definitions

For purposes of this WhoisEDI SLA, the following terms have the meanings set forth below:

** Base Yearly Service Fee ** consists solely of the base yearly fee paid by Customer for the affected WhoisEDI service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation and if applicable, set-up fees, charges for additional services such as trading partner on-boarding services, hourly support, and other types of optional additional services.

3. Summary of WhoisEDI SLA

As described in more detail below, this WhoisEDI SLA provides commitments based upon goals in the following key areas:

99% Service Uptime Guarantee

- **Managed Hosting**. We have chosen Iweb, a Canadian company, to host the WhoisEDI application. Iweb has many years of experience running and managing large e-commerce service on the Internet. We trust Iweb because of their servers and data centers have the highest level of availability (100% uptime SLA), their dependability and the security of their infrastructures.
- **Physical Security**. Iweb has many years of experience in designing, constructing, and operating large-scale data centers. WhoisEDI servers are housed in Iweb-owned data centers throughout the Canada. Only those within Iweb who have a legitimate business need to have such information know the actual location of these data centers, and the data centers themselves are secured with a variety of physical barriers to prevent unauthorized access.
- **Application Security**. When you use WhoisEDI, the communication between your computer and our servers is encrypted using 256-bit keys (SSL security). This level of security makes it virtually impossible for anyone to intercept and view your data across the Internet.
- **Data Backup**. We backup your data each 15 minutes at multiple locations. In the event of a catastrophe, we can retrieve your data from multiple locations.
- **Redundancy**. We designed the WhoisEDI application to run on a distributed and redundant architecture. This means that your access to WhoisEDI should resume in less than 15 minutes with the latest data if any of our servers fail.
- **Financial Institution Information**. While we secure your credentials using bank-level encryption during transit, WhoisEDI does not store your financial institution

credentials. We use Elavon Internet Secure payment processor service to process credit card payment and they are fully PCI compliant.

Because of all the reasons above mentioned, WhoisEDI is able to provide its customers with a 99% Uptime Guarantee. In the event that any service does not experience 99% uptime in a given month, Customer will be eligible to receive the Service Credits described below. Should uptime be below 95% customer will be credited a full month of Service. Any emergency scheduled downtime taken by WhoisEDI will not apply towards this downtime calculation.

Monthly Uptime Percentage	Days of Service added to the end of the Service term at no charge to Customer
< 99.0% - >= 98.0%	7
< 98.0% - >= 95.0%	14
< 95.0%	30

In order to receive any of the Service Credits described above, Customer must notify WhoisEDI within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. The aggregate maximum number of Service Credits to be issued by WhoisEDI to Customer for all Downtime that occurs in a single calendar month shall not exceed 30 days of Service added to the end of Customer's term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

4. Exceptions
WhoisEDI cannot be held liable for server downtime or data loss in any circumstance unless due to direct negligence including but not limited to the following circumstances:
- Circumstances beyond WhoisEDI reasonable control, including, without limitation: acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the WhoisEDI SLA;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of WhoisEDI;
- False SLA breaches reported as a result of outages or errors of any WhoisEDI uptime monitoring system;
- Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the WhoisEDI or WhoisEDI services in breach of WhoisEDI Terms Of Usage of Service or WhoisEDI Privacy Policy.