

ZYTE Service Level Agreement

Last updated: 4th June 2020

This ZYTE Service Level Agreement ("SLA") between ZYTE, Inc. ("ZYTE", "us" or "we") and users of the ZYTE Services ("you") governs the use of the ZYTE Services under the provisions of the ZYTE [Terms of Service](#), as published on the ZYTE Website (the "Terms"). Unless otherwise provided herein, this SLA is subject to the provisions of the ZYTE [Terms of Service](#), the ZYTE [Privacy Policy](#), and the ZYTE [Disaster Response](#) documentation as published on the [ZYTE website](#).

Introduction

ZYTE is a young, innovative, New Zealand technology company backed by Callaghan innovations and Investors from the technology sector. The development team at ZYTE follow industry best practises working in an agile Kanban environment and have invested in multiple environments on AWS so that all development work can be properly tested prior to release into the production environment. ZYTE is able to scale production capacity elastically according to demand.

While ZYTE follows best practises and has invested in AWS cloud technology, the ZYTE SaaS platform is fast growing and innovative in its development to provide you with a technology solution that is unique, sophisticated in its capabilities, and consistently adding new features. ZYTE also uses third party providers as part of the SaaS platform and is reliant on cellular and data network providers for the delivery of the ZYTE service.

There are three potential categories of issue that could occur when using ZYTE

- 1) A new or unsupported Device, Browser version, or Operating System release.
- 2) An outage or delay by a third party.
- 3) An issue or outage in the ZYTE software.

Zyte endeavours to minimise all 3 of these areas. This SLA treats each of those areas differently as there are different factors of control and considerations for resolution.

With each release of a new **Device, Browser version, or Operating System** there can be issues that affect some functionality and/or features of ZYTE. In addition, there are a huge variety of devices and configurations on the market. This may affect just a single device, many devices via a Browser version, or be more widespread with changes in an operating system. Because ZYTE is designed to work across networks, devices and browsers without the need for the guest party to have any software there is by design vulnerability to these changes. At ZYTE we do our best to be ahead of Browser and Operating system releases by testing in advance on Beta versions. We also purchase and test all new mainstream devices as soon as they are released.

Understandably there may be issues that affect the uptime of ZYTE from third parties and network providers. This may include the SMS messaging service used to initiate a ZYTE call, a telecommunications provider having an outage on their network, an Amazon Web Services server outage.

There will also be downtime for upgrade releases, bugs that emerge, and the team will not be able to fix all failings instantly. You can rest assured that we have a highly dedicated development team that have been known to work through the night to resolve an issue - fortunately not a common occurrence! It is with this background that we commit to this Service Level Agreement.

1. Definitions

“Core Features” include: the ability to connect a ZYTE call, stream video, record video stream, take photos, geo locate*, store and retrieve digital assets, ability to allocate subscription and log in. If there is a workaround to a core feature, such as emailing, or texting the connection link, then the core feature is not considered core for priority level.

“Geo Locate” means the ability to tag photos with Latitude and Longitude in the EXIF data and position on a map. Geo location is subject to the ZYTE user requesting geo location before taking photos, and the Guest party having location services turned on, and their phone being able to triangulate it's position on the data and GPS networks it is connected to.

"Maintenance" means scheduled Unavailability of the ZYTE Services, as announced by us prior to the Services becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the ZYTE Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“Non Core Features” include: adding audio to internet call, recording audio, measuring on maps.

“Response Time” means the period elapsed (during Service Hours) from the time you log the issue to the time that the issue has been triaged, analyzed and responded to in a specific manner regarding resolution(s).

“SaaS Agreement” means the ZYTE SaaS Agreement between the parties of even date.

“Services” means the ZYTE Services under the provisions of the SaaS Agreement.

"Service Credit" means a credit denominated in NZ dollars, calculated as set forth below, that we may credit back against your next monthly invoice.

“Service Commitment” means the commitment that ZYTE makes to you the Client to be able to use the SaaS Services of ZYTE for your business purposes as is further defined in clause 6.1

“Service Hours” means 8.00am to 5.00pm Monday to Friday (inclusive) NZ Time, but excluding New Zealand national public holidays.

“Supported Devices, Browsers, Operating Systems” means those Devices, Browsers and Operating Systems that are supported by ZYTE as documented in the ZYTE [Terms of Service](#) published on the ZYTE website.

"Unavailable" and "Unavailability" means, for the Services, when you are unable to use the ZYTE platform due to ZYTE's fault. See SLA Exclusions.

2. Help Centre

The ZYTE help centre contains a comprehensive selection of articles, many with videos that explain how to use ZYTE and should answer most operational questions. The help centre can be accessed under the support menu on the zyteapp.com website and through the Chatbot.

3. Helpdesk

The ZYTE Helpdesk is your primary point of contact. Through the Helpdesk, we will:

- provide you with a 24x7 fault logging facility;
- investigate and manage faults through to resolution;
- update you on progress with fault resolution; and
- escalate unresolved faults to the appropriate ZYTE representative

The Helpdesk can be accessed by clicking on the Chatbot icon on the bottom right of any ZYTEapp.com webpage or in the same page position when you are logged into the ZYTE desktop dialler or the ZYTE mobile application.



When contacting the Helpdesk please be prepared to provide the following information:

- your name, organisation name, and mobile number;
- A description of the device the fault is occurring on
- The time of call and the number called if the fault happened on a call.
- a full description of the fault, including impact on your business;
- contact details for the individual to be advised of progress/resolution

4. Fault management

We will use all reasonable endeavours to resolve any faults for which we are responsible in accordance with the resolution times specified below. However, we do not guarantee that these resolution times will always be met.

Faults will be assigned a priority rating depending on the impact that the fault is having on the Services. We will determine that priority rating in consultation with you.

Priority	Definition	Response Time	Progress reports
P1: Critical impact	Downtime or a Core Feature of ZYTE renders ZYTE unusable for at least 5 Users in your Organisation.	A) 8 hours during Service Hours B) 4 hours during Service Hours C) 4 hours during Service Hours	At 1 hour intervals during Service Hours posted to the ZYTE status page. Direct notification when issue is marked as closed
P2: Major impact	A core feature, Network or Browser issue affects at least one person in your Organisation	A) 16 hours during Service Hours. B) 12 hours during Service Hours C) 8 hours during Service Hours.	At 4 hourly intervals during Service Hours. posted to the ZYTE status page. Direct notification when issue is marked as closed
P3: Minor impact	A specific device, or non core feature negatively affects at least one person in your organisation.	A) 30 working days. B) 5 working days. C) 5 working days.	At 8 hourly intervals during Service Hours. posted to the ZYTE status page. Direct notification when issue is marked as closed

- A) Faults due to the release of a new device, browser version or Operating system
- B) Faults due to a third party outage
- C) Faults due to a ZYTE software bug

Faults due to unsupported browsers, operating systems, devices, and cellular and or data network outages are able to be reported and we will do our best to remedy, however we make no guarantees to remedy these faults. Faults due to unsupported Devices, Browsers and Operating Systems do not qualify for Service Credits.

5. System Status

ZYTE publishes the current status of system availability, known bugs, and scheduled maintenance on the System Status page on the ZYTEapp.com website.

6. Uptime / Downtime

6.1 ZYTE Service Commitment: 98% Uptime

ZYTE will use commercially reasonable efforts to make your ZYTE Services running in Dedicated Environments available with a Monthly Uptime Percentage of at least 98% during any monthly billing cycle (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment and this has an effect on your business, you will be eligible to receive a Service Credit.

6.2 A Monthly Uptime Percentage of 98% means that we guarantee you will experience no more than 2% Unavailability time per month.

6.3 Downtime for maintenance and upgrades will be scheduled outside New Zealand business hours and notified on the System Status page of the ZYTEapp.com website.

6.4 If a scheduled maintenance window clashes with your planned use of ZYTE you are welcome to submit a change of maintenance time request via the support desk which may or may not be accepted. We will notify you either way.

7. Hosting Services

ZYTE hosts all data, including the digital assets created on a ZYTE call, for all New Zealand organisations, on the AWS Cloud in Sydney, Australia. ZYTE gives no guarantees beyond the guarantees given by AWS that can be read on the [AWS website by clicking here](#). You are able to manage your digital assets by downloading and deleting them from the ZYTE hosting provided by AWS at any time after the end of each ZYTE call.

8. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on your ZYTE invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

For Monthly Uptime Percentage less than 98% but equal to or greater than 97.0%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected resources

For Monthly Uptime Percentage less than 97.0%, you will be eligible for a Service Credit of 30% of the charges attributable to the affected resources

9. Payment of Service Credits

We will apply and Service Credits against your next monthly invoice.

Service Credits will not entitle you to any refund or other payment from ZYTE. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 NZ).

Service Credits may not be transferred or applied to any other account.

10. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

11. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing accounts@zyteapp.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- Logs and/or screenshots that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).
- If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us.
- Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

12. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

- That results from a suspension or Remedial Action, as described in the Terms;
- Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the ZYTE network;
- Issues with cellular networks, LANs, Internet connection and other used networks
- Issues with device operating systems or policies
- That results from any actions or inactions of you or any third party;
- That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
- That results from failures of ZYTE Services not attributable to Unavailability; or
- That results from any Maintenance.
- If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

13. Data Retention.

As part of this standard SLA, data is retained by us for as long as your subscription is paid, and as long as you are within the limits set by your Saas Agreement, the ZYTE [Terms of Service](#), and [Privacy Policy](#). You may also engage with us to arrange different data retention policies.

14. Security and Privacy liability

ZYTE's liability for security incidents or privacy incidents are limited to the liability as set out in the ZYTE [Terms of Service](#), or separately negotiated by contract.