

ANNEXURE A: SERVICE LEVELS: SYNAQ CLOUDMAIL AND SECUREMAIL

1. OVERVIEW AND INTRODUCTION

- 1.1. This document is an Annexure to the Master Services Agreement between the Client and SYNAQ.
- 1.2. This document, each Service Schedule and the signed Proposal Summary inter alia stipulates: the Commencement date and duration of each Service provided in terms of the Master Services Agreement, defines the Service terminology, the Service definitions, Service Levels, the respective Service responsibilities of the Parties, the pricing for each Service and the approach used by SYNAQ in rendering the Service in question.
- 1.3. SYNAQ may amend this document from time to time, and the most current version of this document shall apply to the Client, regardless of date of commencement of services to the Client.

2. DEFINITIONS

Words and expressions defined in the Agreement shall bear the same meanings in this Annexure as those assigned to them in the Agreement. In addition, the following words shall have the meanings assigned to them hereunder and cognate expressions shall have similar meanings:

- 2.1. “Baseline Volume / Service Scope” means the initial Service volume as per the Proposal Summary that shall apply as of the commencement date of the particular Service.
- 2.2. “Best Practices Implementation” means the practices as may be made available from SYNAQ to the Client from time to time;
- 2.3. “False Negative” means a spam email which is not identified as spam by Pinpoint SecureMail; “False Positive” means a legitimate email incorrectly classified as spam by Pinpoint SecureMail;
- 2.4. “Phishing” means the act of attempting to acquire information from the recipient of an electronic communication by masquerading as a trustworthy entity;
- 2.5. “Take on Period” or “On-Boarding Period” means the period during which SYNAQ will take on the Client and implement the Services, i.e. execute the necessary configuration to enable the Client to utilise the Services;

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2.6. “Virus” means (but not limited to) malware, which includes viruses, worms, and Trojan horses.

3. TAKE ON PERIOD / ON-BOARDING PERIOD

- 3.1. No measurement of Service Levels will take place during the Take on Period. The Service Levels below will only apply subsequent to the Take on Period;
- 3.2. During the Take on Period the Client shall assist where required by SYNAQ to enable SYNAQ to perform the Take On tasks to enable the acquired Service;
- 3.3. During Take on Period the Client shall execute the necessary configuration (i.e. DNS changes, mail server configuration, firewall configuration etc.) in accordance with SYNAQ’s Best Practices Implementation methods. No Service Levels shall apply where Client has not executed the necessary configuration or any other related action in accordance with SYNAQ’s Best Practices Implementation document or any other instructions from SYNAQ.

4. SERVICE LEVEL REPORTING, AND SERVICE LEVEL REVIEWS

4.1. MEASUREMENT AND MEASUREMENT PERIOD

- 4.1.1. After the Take on Period, the Service Levels shall equal or exceed the levels set out below as measured by SYNAQ.
- 4.1.2. The Measurement period for each Service Level below will be: monthly.
- 4.1.3. Measurement of SYNAQ SecureMail Service Levels will be executed by SYNAQ by using internal service monitoring and reporting tools, or such tool as may be communicated to the Client from time to time.

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