

## ANNEXURE A: SERVICE LEVELS: SYNAQ CLOUD MAIL 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; **“FalsePositive”** 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

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the Client and implement the Services, i.e., execute the necessary configuration to enable the Client to utilise the Services;

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.

4.1.4. Measurement of Service Levels only takes place on SYNAQ infrastructure and does not extend to the Client’s network (see Service Level Relief below).

4.1.5. Service Levels will only be applicable, provided that Client’s adhere to the terms of: SYNAQ’s

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Acceptable Use Policy and the SecureMail and Cloud Mail Policies (accessible here: <https://www.synaq.com/legal>), which detail the terms for best practice use of the SYNAQ SecureMail and Cloud Mail Services.

## 4.2. INVESTIGATION & CORRECTION

4.2.1. SYNAQ shall promptly investigate and correct failures to meet the Service Levels by:

4.2.1.1. conducting service analyses of failures in areas for which SYNAQ is responsible and correcting issues in a manner to minimise chances of recurrence;

4.2.1.2. promptly reporting issues to Client that reasonably could be expected to have a material adverse effect on Client's operations;

4.2.2. To enable SYNAQ to achieve its Service Levels on its own infrastructure the Client agrees to correct issues in areas for which Client is responsible and which may prevent SYNAQ from meeting the Service Levels, in a manner that will minimise the chances of recurrence.

## 4.3. CHANGED SERVICES

If the composition of a Service is changed (i.e., the Baseline Volume) and it has an effect on the delivery of the Service, then the Parties shall review the Service Levels applicable to the changed Service and, if applicable, agree on new Service Levels.

## 4.4. SERVICE LEVEL RELIEF

4.4.1. SYNAQ shall be relieved of responsibility for meeting any Service Level where a failure to meet a service level was attributable to:

- problems resulting from components (hardware/software/network) for which the Client or another third party is operationally responsible;
- changes made by Client, or a Third-Party Supplier, to the Client's environment that may have an effect on the Services to be performed by SYNAQ, which changes were not communicated in advance and authorised by SYNAQ;

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- where the Client is not using a Best Practice Implementation as supplied by SYNAQ; or circumstances that constitute an event of force majeure;
  - an event, action, or inaction outside SYNAQ's control or influence;
  - performance or non-performance of Third-Party Suppliers and vendors not directly contracted to SYNAQ.
- 4.4.2. Service Levels shall not apply during Take on Period or during planned maintenance periods;
- 4.4.3. Where Client's daily or monthly volumes exceed the Client's normal usage as measured by the preceding 20 business days of the particular Service, by more than 150%, then relief for Service Levels in terms of Availability and Latency shall apply and the parties shall meet to agree on more appropriate Service Levels;
- 4.4.4. Notwithstanding the aforementioned Service Level relief SYNAQ will nevertheless attempt to continue to render the Services in accordance with the provisions of the Master Services Agreement and the applicable Service Schedule to the extent that is able to without incurring any additional cost, and taking into account any dependencies that it relies on to enable it to do so. However, if it is unable to do so for any reason without incurring any additional costs, it will be relieved from doing so until such time that Client has approved such additional costs.
- 4.4.5. The parties agree to the Service Level Credits below; which Service Level Credits shall apply where SYNAQ has not achieved the Service Levels during the Measurement Period.
- 4.4.6. The remedies set out in this document shall be the Client's sole and exclusive remedy in contract, delict or otherwise in respect of the Service Levels.
- 4.4.7. In no event will SYNAQ be liable for Service Level Credits (collectively) in any Measurement Period that is in excess of 100% (one hundred percent) of the amount due to SYNAQ for that month.

## **5. SERVICE LEVELS AND SERVICE CREDITS**

### **5.1. INTRODUCTION**

This section defines SYNAQ's responsibilities related to the Service Levels, specific terms and

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conditions under each Service Level and Service Level Credits for SYNAQ Cloud Mail and SecureMail.

## 5.2. MEASUREMENT OF SERVICE LEVELS

The following defined Service Levels (SLA’s) are applicable to SYNAQ Cloud Mail and SecureMail utilised by the Client as confirmed under the signed Proposal Summary and/or Master Services Agreement.

**Table A: 1 – Service Levels**

### 5.2.1. SERVICE AVAILABILITY

5.2.1.1. Definition: Period of available time of SYNAQ Cloud Mail and SecureMail to Client minus all downtime that is not excluded as agreed to under this document;

5.2.1.2. Excluded downtime: -

- a) Events as per clause **4.5 above**;
- b) Planned / Scheduled maintenance time;
- c) Downtime because of Client Baseline exceeding the per centum as per clause **4.5.3 above**;
- d) Where Client is in breach of its agreement with SYNAQ and SYNAQ has suspended the Services (see Service Schedule under the Master Services Agreement)

Service Availability in a Given Month	Credit of Monthly Fee
99.9% – 100%	0%
99% - 99.89%	5%
98% - 99%	10%
97% - 98%	15%
96% - 97%	20%
<96%	50%

### 5.2.2. FALSE POSITIVES

5.2.2.1. “False Positive” is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by SYNAQ SecureMail.

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5.2.2.2. Any email released by the Client from the SYNAQ SecureMail quarantine that was previously classified as Spam, will be considered a False Positive.

5.2.2.3. Applies to email sent to valid mailboxes only.

5.2.2.4. The Client acknowledges that classification of false positives is subjective and understand that SYNAQ will make a good faith estimation of the false positive ratio based on evidence timely supplied by the Client.

5.2.2.5. This False Positive Service Level shall not apply to:

- a) bulk, personal, or pornographic email (i.e., emails that do not constitute legitimate Client business emails)
- b) email containing a majority of non-English content
- c) email blocked by a policy rule, reputation filtering, Client-configured black list or SMTP connection filtering
- d) email delivered to the junk folder

False Positives Captured in a Given Month (% of total emails)	Credit of Monthly Fee
0.001% - 0.01%	5%
0.01% - 0.1%	10%
0.1% - 1%	15%
>1%	20%

### 5.2.3. VIRUS INFECTION

5.2.3.1. Client shall be responsible to report to SYNAQ any Virus infections as a result of emails received;

5.2.3.2. Where the Virus Infection has been confirmed as an infection as a result of an email received via SYNAQ SecureMail, the Client shall be entitled to the Service Credits as per below table and subject to its written request as per clause 3.5.3.1 below;

5.2.3.3. The Service Level Credit that may be due to the Client shall be seen as liquidated damages.

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Viruses Captured in a Given Month	Credit of Monthly Fee
>0	Lower of 100% and R 25 000

#### 5.2.4. PHISHING

5.2.4.1. It is imperative to take note that no Financial Institution will request a user to provide confidential information, such as a password, user name or pin code via an email.

5.2.4.2. SYNAQ shall not be liable for any consequential, special or indirect damages or expenses as a result of any phishing attempt / email and the Client shall indemnify SYNAQ accordingly against any claim whatsoever in terms of a Phishing attack or spam.

5.2.4.3. It is the responsibility of the Client to educate its employees accordingly.

5.2.4.4. This Phishing Service Level shall only apply to attempts made against the following major South African Banks: Standard Bank, Absa, Nedbank, First National Bank, Capitec.

Phishing Attempts Captured in a Given Month	Credit of Monthly Fee
0.001% - 0.01%	5%
0.01% - 0.1%	10%
0.1% - 1%	15%
>1%	20%

#### 5.3. SERVICE LEVEL CREDITS

5.3.1. SYNAQ agrees that in the event of failure on agreed Service Levels above, the Client shall be entitled to receive a credit (Service Level Credit or SLC) from SYNAQ, as set forth in the tables above, against the charges owing to SYNAQ for the particular Measurement Period.

5.3.2. If the Client believes it is entitled to a Service Level Credit, the Client shall submit a written request by email and such information as set out above per Service, within 21 (twenty-one) days after the end of the calendar month of which the Service Levels were reported on. Subject to verification from SYNAQ, SYNAQ will credit the Client in accordance with the appropriate amount by applying the Service Level Credit % to the monthly amount for the

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particular Service. Such credit shall either be set-off against any other amount due to SYNAQ, or SYNAQ shall issue a credit note to the Client.

5.3.3. SYNAQ shall not be obliged to provide any Service Level Credits where a request for said Service Level Credits are received subsequent to the abovementioned 21 (twenty-one) days;

5.3.4. Additional information / actions required on submission of a Service Level Credit request: -

- a) False Positives: details of the false positive emails;
- b) False Negative: confirmation that details of the false negative emails were sent to SYNAQ within 2 days after receipt of same;
- c) Virus Infections: confirmation that problem was reported to SYNAQ.

5.3.5. Service Level Credits shall be calculated on a monthly basis; however, the Parties may agree on settling same on a quarterly or bi-annual basis.

5.3.6. Failure to meet the Service Levels in multiple Service Level categories arising out of or related to a single event or a related series of events will be treated as a failure in the first Service Level category as detected or reported by the Client affected by the event(s) for the purpose of calculating the Service Level Credit payable by SYNAQ to the Client. For example, if a system for which there is an Availability Service Level is unavailable and an SLC is generated, no additional SLC will be generated for any application for which there is an Availability Service Level operating on the affected system and that is unavailable as a result.

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