

Service Level Agreement

Provider

Burnley Consulting, Inc. (myDesklog.com)

1. Definitions

- 1.1.** “Available” or “Availability” means the production Service is available for Customer to log in and access the core application interface and primary workflow features over the public internet, excluding Excluded Downtime.
- 1.2.** “Excluded Downtime” means unavailability caused by scheduled maintenance announced at least twenty-four hours in advance, emergency maintenance, Customer systems or internet connectivity, acts or omissions of Customer, third-party internet or telecommunications failures outside Provider’s reasonable control, force majeure events, or suspension permitted under the Agreement.
- 1.3.** “Monthly Uptime Percentage” means: $(\text{Total Minutes in Month} - \text{Unavailable Minutes excluding Excluded Downtime}) / \text{Total Minutes in Month} \times 100$.

2. Availability commitment

- 2.1.** Provider will use commercially reasonable efforts to make the Service Available 99.0% of the time during each calendar month.
- 2.2.** Customer must report a suspected Availability failure to Provider within five business days after the event, with sufficient detail to allow investigation.

3. Service credits

- 3.1.** If the Monthly Uptime Percentage falls below 99.0% in a calendar month, Customer may request a service credit as follows:

Monthly Uptime Percentage	Service Credit
98.0% to 98.99%	5% of the monthly subscription fees for the affected Service
95.0% to 97.99%	10% of the monthly subscription fees for the affected Service
Below 95.0%	15% of the monthly subscription fees for the affected Service

4. Support

- 4.1.** Standard support is available from 8:00 a.m. to 8:00 p.m. Eastern Time by phone or email, excluding company-observed holidays.
- 4.2.** Provider will use commercially reasonable efforts to respond to support requests based on the severity levels below. Response times are targets, not guarantees of resolution.

Severity	Description	Target initial response
Critical	Service unavailable for multiple users or a material business workflow is stopped with no reasonable workaround.	4 business hours
High	Key feature materially impaired but a workaround exists.	1 business day
Normal	General defect, question, or minor functional issue.	2 business days

5. Severity levels

6. Customer obligations

- 6.1. Customer must provide reasonably detailed information necessary for Provider to reproduce and investigate the issue.
- 6.2. Customer will designate authorized support contacts and will use commercially reasonable efforts to provide timely cooperation.
- 6.3. Support commitments do not apply to issues caused by Customer systems, third-party systems not controlled by Provider, misuse of the Service, unsupported configurations, or circumstances outside Provider's reasonable control.

7. Maintenance

- 7.1. Provider may perform routine scheduled maintenance outside core business hours whenever reasonably practicable and will use commercially reasonable efforts to provide advance notice of scheduled maintenance that is expected to affect Availability.
- 7.2. Emergency maintenance may be performed at any time and will be considered Excluded Downtime.

8. Sole remedy

- 8.1. The service credits in this SLA are Customer's sole and exclusive remedy for Availability failures covered by this SLA.
- 8.2. To receive a service credit, Customer must submit a written request within thirty days after the end of the affected month. Approved credits will be applied against a future invoice and will not be paid in cash.
- 8.3. Total credits issued for any calendar month may not exceed fifteen percent (15%) of the monthly subscription fees for the affected Service.