

Effective Date: 12 December 2013

This Cal4care Service Level Agreement (“SLA”) governs the use of Cal4care under the terms of Cal4care's Terms of Service (the “TOS”) between Cal4care, Inc. (“Cal4care”, “us” or “we”) and users of Cal4care (“you” or “Customer”). This SLA applies separately to each account using Cal4care. Unless otherwise provided herein, this SLA is subject to the terms of the TOS and capitalized terms will have the meaning specified in the TOS. Cal4care reserves the right to change the terms of this SLA in accordance with the TOS.

1. Service Commitment

1.1 Cal4care will use commercially reasonable efforts to make Cal4care available at least 99.9% of the time. In the event Cal4care does not meet the goal of 99.9% availability in a given calendar month (“Monthly Uptime Percentage”), you will be eligible to receive a Service Credit as described in Section 3: Service Commitments and Service Credits.

2. Definitions

2.1 “Unavailable Time” means Cal4care is not available for use according to third party performance and monitoring services contracted by Cal4care at its sole discretion (the “Monitoring Service”). The Monitoring Service reports of availability can be found at status.cal4care.com; provided that service issues or outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time.

2.2 “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the Service Month in which Cal4care was in a state of “Unavailable Time” as identified by Monitoring Service

2.3 “Service Credit” is a dollar credit, calculated as set forth below, that Cal4care may credit back to an eligible Customer account.

2.4 “Software Services” refers to Software as a Service Solutions provided by Cal4care at <https://www.cal4care.com.my> and/or other designated websites, including associated offline mobile components.

2.5 “Telecommunication Services” refers to Voice Calls, Text Messages and Phone Number services provided by Cal4care together with the Software Services.

2.6 “Selling Price” refers to the actual prices for the subscription and usages of the Software Services and Telecommunication Services paid for by the Customer.

2.7 “Subscription” refers to the Subscription for the Software Services at the Selling Price

2.8 “Usage” refers the Customer usage of Telecommunication Services at the Selling Price.

3. Service Commitments and Service Credits

3.1 Service Credits are calculated as a percentage of the total charges paid by you for Subscription of Software Services and Usage of Telecommunication Services for the month in accordance with the schedule below.

Monthly Uptime Percentage (Software Services)	Service Credit Percentage
Less than 99.0%	10%

Monthly Uptime Percentage (Telecommunication Services)	Service Credit Percentage
Less than 99.0%	10%

3.2 Service Credit shall be issued to Customer's Cal4care balance for future use only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other accounts.

3.3 Service Credits shall be your sole and exclusive compensation for any unavailability or non-performance of Cal4care Software Services and Telecommunication Services.

4. Credit Request and Payment Procedures

4.1 To apply for a Service Credit, the customer must submit a ticket via support@cal4care.com.my within 30 days of the month in which the Unavailable Time occurred. The ticket must include (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of the Unavailable Time for which you are requesting credit; and (iii) any applicable information that documents the claimed outage.

5. Exclusions

5.1 Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of Cal4care, or any other Cal4care performance issues, that (i) are caused by factors outside of Cal4care's reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of Cal4care or its direct hosting subcontractors (i.e beyond the point in the network where Cal4care maintains access and control over Cal4care Services); (ii) result from any actions or inactions of Customer or any third party (other than Cal4care's direct hosting subcontractor); (iii) result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Cal4care's direct control); or (iv) arise from Cal4care's suspension and termination of Customer's right to use Cal4care Services in accordance with the TOS, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available Cal4care features or products (collectively, the "Exclusions").