

KIMS Service Level Agreement

Kitching Internet Management Solutions (“KIMS”) agrees to provide the agreed upon services to the undersigned customer based on the following terms and conditions of this Service Level Agreement (“SLA”). References herein to the “Parties” or a “Party” shall mean You and/or KIMS, as applicable.

Upon the earlier of (i) your payment of the service fee (as defined below), (ii) the effective date or start date as specified in a sales order form or other applicable purchasing document (“Purchasing Document”), or (iii) your first use of the features in the KIMS offering, you consent to the terms and conditions set forth in this SLA unless you and KIMS have entered into a separate signed agreement.

Limitation of Support Obligations

KIMS will have no obligation to provide any services under this SLA in the event that:

- a. You or a third party have altered or modified any portion of the web services in any manner without the prior written consent of KIMS;
- b. Such support relates to or involves any products, data, features, devices or equipment not provided by KIMS; or
- c. You are not in full compliance with the other terms of this SLA, the terms of the applicable license agreement, or any other agreement between You and KIMS.

Fees & Payments

On the commencement of the Initial Term and/or any Renewal Terms (as defined in Term & Termination), KIMS will invoice You for the annual Support Fees as set forth in the Purchasing Document, and You agree to pay all invoiced amounts in U.S. dollars within thirty (30) days of the invoice date.

Term & Termination

The initial term of this SLA will be one (1) year unless otherwise specified in the Purchasing Document (“Initial Term”). This SLA will automatically renew for additional one year (1) terms (“Renewal Term”), unless You provide written notice of non-renewal at least thirty (30) days prior to the end of any Term, in which case this SLA will terminate at the end of the Term in which such notice is provided; however all pre-paid Support Fees are forfeited. KIMS may terminate this SLA upon thirty (30) days prior written notice in the event Support Fees are delinquent, or immediately if You fail to cure any material breach of this SLA within ten (10) days of written notice of such breach. This SLA will automatically renew in perpetuity, unless Term & Termination conditions are met.

Purchasing Document: Credit Card Authorization Form for Yearly Payments

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other (please specify): _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (MM/YY): _____
Billing Address ZIP Code: _____

I authorize Kitching Internet Management Solutions to charge my credit card above for the agreed upon services and/or purchases. I understand that my information will be saved to file for future transactions on my account. I agree that this is a yearly payment, with automatic renewal based on one (1) year from the agreed upon start date.

Customer's Business Name: _____

Customer Name: _____

Customer Signature

Date