

SERVICE LEVELS

Subject to the terms and conditions of this Agreement, Ubicquia will use make the Services available at least 99.1% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below (the "**Availability Requirement**").

EXCEPTIONS

"**Exceptions**" to the Availability Requirement: (i) Customer Failure; (ii) Internet connectivity; (iii) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Ubicquia pursuant to this Agreement; (iv) Scheduled Downtime; (v) disabling, suspension, or termination of the Services as permitted by the Agreement; or (vi) a force majeure event. "**Customer Failure**" shall mean a delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement.

The Services will not be considered unavailable, and a Service Level Failure will not be deemed to occur when such unavailability or Service Level Failure is due, in whole or in part, to any Exceptions.

SERVICE LEVEL FAILURE

"**Service Level Failure**" means a material failure of the Services to meet the Availability Requirement.

SERVICE CREDITS

In the event of a Service Level Failure, Ubicquia shall issue a credit to Customer, per affected node, in the amount of up to fifty percent (50%), at Ubicquia's sole discretion, of the Fees for the Services due or accrued for the month the Service Level Failure occurred (each a "**Service Credit**"), subject to the following:

- (a) Ubicquia has no obligation to issue any Service Credit unless: (i) Customer reports the Service Failure to Ubicquia immediately on becoming aware of it; and (ii) requests such Service Credit in writing within ten (10) days of the Service Level Failure;
- (b) In no event will a Service Level Credit for any monthly period exceed fifty percent (50%) of the total Fees that would be payable or accrued for that month, if no Service Level Failure had occurred.
- (c) Any Service Credit shall be issued to Customer in the next billing period and applied toward the next invoice issued by Ubicquia for future products or services.

This Section sets forth Ubicquia's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

SCHEDULED DOWNTIME

Ubicquia will use commercially reasonable efforts to (a) schedule downtime for routine maintenance of the Services shall be scheduled at times that would minimize any disruptions to the normal operation of the Services, based on the products; and (b) give Customer at least forty eight (48) hours prior notice of all scheduled outages of the Services ("**Scheduled Downtime**").

SERVICE SUPPORT

SERVICE LEVEL AGREEMENT

Ubicquia offers standard customer support during business hours. Expected response times are based on levels of severity (all response times are based on business hours of operation):

Severity Level	Description	Response time
Critical	A complete service outage; An outage that affects 25% or more of devices; A recurring temporary outage of the service (crashes); Results are materially different from those described in the product definition, documentation, and specifications.	1 hour
High	An outage that affects 10% to 24% of the devices; Key feature or functionality of the product is impaired or not working; A significant degradation of the service occurs.	1 business day
Medium	An outage that affects 9% or less of the devices; A minor degradation of the service or service delivery; Results that are materially different from those described in the product definition for non-essential features; Loss of redundancy or back-up, but not immediately service affecting; Loss of visibility to monitor the service; Trouble ticket – operational investigations of troubles not impacting customer.	2 business days
Low	Knowledge base or self-help articles.	Self-help

DATA BACKUP

THE SERVICES DO NOT REPLACE THE NEED FOR CUSTOMER TO MAINTAIN REGULAR DATA BACKUPS OR REDUNDANT DATA ARCHIVES. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.