



SERVICE LEVEL AGREEMENT

The following terms and conditions of this Service Level Agreement (“SLA”), as amended from time to time, apply to the Services offered by Infrastructure Insights, Inc. (herein after referred to as (“i2i”). This SLA governs the (A) use and availability (“Service Level”) of the i2i Network, its physical infrastructure and such Services (collectively, “Services” and each a “Service”) to Customers who have purchased i2i Services and (B) the Customer’s remedies, under certain circumstances specified below, to receive a reduction in amounts due and payable to i2i in the form of Service Credits if i2i fails to comply as specified, and in accordance with, the i2i Subscription Services Agreement (“SSA”) and any applicable Statement of Work (“SOW”), Terms and Conditions, Acceptable Use Policy (“AUP”), Privacy Statement and this SLA, each of which is incorporated herein by reference and made a part hereof (collectively, the "Agreement").

This SLA supersedes all previous versions of the applicable SLA distributed or made available by i2i or its agents. This SLA, including all attachments, referenced documents, supplements and all other policies posted on the Website, which are fully incorporated into this agreement either by attachment or by reference, constitutes the entire service level agreement between i2i’s Customer and i2i, with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral

The Customer’s use of i2i’s Website, Facilities, Network Environment, Computing Environment, and Services (collectively, “Services” and each a “Service”) is subject to a signed Subscription Services Agreement and applicable SOW(s) between the customer and i2i and the Customer’s acceptance and compliance with i2i’s Acceptable Use Policy (“AUP”), Privacy Statement, Terms and Conditions and this SLA, each of which is incorporated herein by reference and made a part hereof (collectively, the "Agreement").

i2i HEREBY RESERVES THE RIGHT TO AMEND, ALTER, MODIFY, REPLACE OR SUSPEND FROM TIME TO TIME, IN ITS SOLE DISCRETION, ALL OR ANY PORTION OF i2i’s TERMS AND CONDITONS, AUP OR PRIVACY STATEMENT. CURRENT COPIES OF i2i’s SLA, AUP AND PRIVACY STATEMENT MAY BE REVIEWED OR PRINTED FROM THE RESOURCE SECTION ON i2i’s WEBSITE (www.trusti2i.com). THE CUSTOMER’S USE OF i2i’s WEBSITE, NETWORK ENVIRONMENT, COMPUTING ENVIRONMENT AND SERVICES, AFTER CHANGES TO THESE DOCUMENTS ARE POSTED ON i2i’S WEBSITE, WILL CONSTITUTE THE CUSTOMER’S ACCEPTANCE OF ANY SUCH AMENDMENTS OR MODIFICATIONS.

Capitalized terms in this SLA, unless otherwise defined herein, have the meaning set forth in i2i’s Terms and Conditions as applicable.

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1) i2i Services

- a) **Hosted Application Services** - are provided as network-based Services and each charged for on a monthly subscription basis. i2i provides the Facility, Network Environment, Computing Environment (including the server, the server operating system ("OS"), software, software maintenance, monitoring (for calculating availability only), testing and deployment of OS software patches, bug fixes, service packs, and version upgrades, and monitors and manages user accounts according to the provisions set forth in this SLA.

Account Administration - i2i provides account administration for each of the i2i Hosted Application Services. The Customer's individual users are entirely responsible for maintaining the confidentiality of their passwords and account. Furthermore, the Customer's individual users are entirely responsible for any and all activities that occur under the Customer's individual user's accounts. The Customer agrees to notify i2i immediately of any unauthorized use of their account or any other breach of security. i2i will not be liable for any loss that the Customer may incur as a result of someone else using their individual user's password or account, either with or without the Customer's or the Customer's individual user's knowledge. However, the Customer could be held liable for losses incurred by i2i or another party due to someone else using the Customer's individual user's account.

Inactive/De-activated Account Policy - Accounts that have been inactivated or disabled, either by the Customer's individual users contacting i2i and requesting the account be terminated, or by i2i's account service team due to delinquent payment or otherwise, may be permanently deleted seven (7) days after the date of account termination unless the Customer agrees to pay i2i's applicable maintenance fee for the inactive accounts.

Base Configuration - The Customer will receive services for the base installation and configuration of the application (Hosted SharePoint and CRM Services). Customization/development beyond the base configuration can be purchased from i2i by the Customer as additional Professional Services.

Disaster Recovery - i2i schedules daily network backups to the shared backup devices. Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. Backup copy retention time is one (1) day.

Disruption of Service - i2i will assign its highest priority to a disruption of Service and will make its best commercial efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, i2i may elect to first restore the Service without the data. Any data not immediately accessible after a disruption in the service will be restored from the most recent valid backup. Backups are monitored and checked for errors and restoration tests are performed in order to ensure the readiness of i2i's operators to complete the offline restoration process. Please note, however, that i2i is not responsible for data loss resulting from the failure or loss of backup media.

Server Monitoring - i2i will not monitor availability of individual application servers, unless otherwise purchased by the Customer as an additional Service, but only monitors server availability as a whole for Hosted Application and Server Services.

Restoration - i2i recognizes that from time to time, the Customer's users or administrators may mistakenly delete, in whole or in part, items in the Customer's database, mailbox or public folders, as applicable. As this is not a system fault and restoration may require partial implementation of i2i's disaster recovery procedures, i2i reserves the right to charge the Customer, and the Customer agrees to pay for these restorations for a fee of 150\$ USD per hour (with a minimum fee of 75\$ USD), plus taxes. Please note, however, that i2i does not guarantee the integrity of the content of each individual backup.

Version Upgrades - i2i Hosted Services include version upgrades. i2i will follow a thorough quality assurance process prior to the upgrade of any software. i2i will upgrade to the newest version of software after the first Service Pack has been released by the manufacturer.



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- i) Hosted Exchange Services - Specific Terms and Service Level
- (1) Virus Protection - i2i provides virus protection against spam and viruses sent to Customer addresses. All incoming messages are scanned prior to delivery. It is i2i's policy to delete or quarantine any affected messages prior to delivery. i2i utilizes the most up to date technology to help provide protection to the Customer. It is impossible to protect against all threats and therefore i2i shall not be held responsible for any new viruses not detected. Customers are responsible for their own PC's unless otherwise under a managed services contract with i2i that covers installation and updating client-based antivirus software. i2i highly recommends all Customers run local anti-virus software for additional protection. i2i will not be held responsible if the Customer's domain name is blocked by ISPs for sending virus emails. i2i will not be held responsible for virus-infected messages originating from email services inside or outside i2i.
 - (2) Passwords - i2i is not responsible for any security issues or data loss associated with stolen passwords. It is the Customer's responsibility to keep their password confidential and to change said password on a regular basis. i2i expects its Customers to use passwords that consist of numbers and letters as well as special characters to hamper unauthorized access. For security reasons, i2i can only reset passwords, we cannot supply them. Any mailbox found to have a low quality password may be suspended or terminated after being notified of request to change the password. If the request is not honored, i2i may at its sole discretion suspend or cancel said mailbox. Specifically mailbox passwords such as "password", "password123", "password1", "password01" are not permitted at all.
 - (3) Mailbox size - All mailboxes have a set storage limit. Additional storage may be purchased and will be invoiced as a separate line item in the monthly services invoice. It is the Customer's responsibility to make certain their individual mailboxes do not reach maximum capacity. i2i is not liable for email lost due to oversized mailboxes.
 - (4) Email volume limits - (not applicable to SharePoint Service) inbound and outbound Internet emails may contain a maximum of 1000 (Hosted Website Services and Virtual private server Services), 500 (Hosted Exchange and CRM Services – advanced plan) or 1000 (CRM Services – enterprise plan) recipients, as applicable, including all addresses in the To, CC, and BCC fields. Additionally, i2i policy limits users to sending and receiving Internet emails to a maximum of 500 recipients per 24 hours. If a user regularly sends and/or receives more than this number of emails per 24 hours, i2i reserves the right to increase the monthly subscription rate as it applies to that user. These limitations apply only to Internet messages; internal messages are not limited.
 - (5) Sending bulk emails - Attempting to send bulk email including newsletters, opt-in email services, etc. through i2i's internet gateway network ("Network") is prohibited and violates the terms of this SLA and, without limitation, voids the performance commitments provided for herein. Please see the SSA for further details. The Customer should contact i2i to purchase additional services if bulk emailing is required.
 - (6) Public folder/personal mailbox size limits - (only applicable to Hosted Exchange Services) the Customer's individual users will receive a specified amount of storage assigned to each mailbox, as per the terms of the SSA and SOW. Warnings are automatically sent via email when a user reaches 90% - 95% of the limit granted by the system administrator for such user's personal mailbox. Another warning is sent via email when a user reaches the granted limit. Should a user exceed this limit, the user will be unable to send or receive email until the user either reduces the mailbox size below the imposed limit, or is granted an increase in personal mailbox capacity by the system administrator. i2i is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. The Customer should not exceed the creation of more than 250 subfolders and/or 2GB total inside its public folder. Should the Customer exceed the amount of 250 subfolders and/or 2GB total, i2i is not responsible for service unavailability and may require the Customer to reduce the number of created subfolders. Furthermore, the number of items per public folder should not exceed 5000 items. To manage the number of items per folder, the Customer should configure expiration accordingly. If the 5000 items per folder limit is reached regularly, even with an aggressive



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expiration schedule, the Customer should consider segmenting the public folder into sub-topics and creating multiple public folders for each sub-topic.

- (7) Email delivery restrictions - individual email messages (including attachments) inbound from the Internet or outbound to the Internet are limited to 10Mb. Internet email messages including attachments greater than 10Mb will not be moved through i2i gateways, and instead will generate an error message to the sender. If users require the ability to send Internet email messages over 10Mb, upon request, i2i can make special arrangements for such users.
 - (8) Mail delivery times - email messages including attachments received inbound from the Internet gateways, or those sent from one mailbox on the Hosted Exchange Services to a second mailbox on the Service, generally will be delivered in 60 seconds or less. Email messages including attachments to Internet gateways generally will be sent from the Hosted Exchange Services within 60 seconds; delays at the gateways due to Internet issues are not covered by this SLA.
 - (9) Exceptions - i2i makes no covenant regarding the timing of delivery or receipt of mail being processed on the Internet. Delivery times covered by this SLA are only for mail sent between servers, mailboxes, and/or gateways on the Hosted Exchange Services. Additionally, i2i's spam control functionality performs additional analysis and processing of inbound emails, so the delivery times specified above do not apply for delays due to same.
 - (10) Protection against spam - i2i provides anti-spam filtering as part of the Hosted Exchange Services, and will make its best commercial efforts to protect against unwanted emails. The advanced spam firewall is an integrated hardware and software solution for complete protection of the Customer's individual mailboxes. Although this system has proven highly effective, i2i cannot make any guarantees in the system's filtering efficiency.
 - (11) Outgoing email protocol - the outgoing email protocol used on the mail server (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.
 - ii) Hosted SharePoint Services - Specific Terms and Service Level
 - iii) Hosted Desktop Services - Specific Terms and Service Level
 - iv) Hosted CRM Services - Specific Terms and Service Level
 - v) Hosted Website Services - Specific Terms and Service Level
- b) Hosted Server Services** - Provided as network-based Services and each charged for on a monthly subscription basis. i2i provides the Network Environment and Computing Environment (including the server, the server operating system ("OS"), software maintenance, monitoring (for calculating availability only), testing and deployment of OS software patches, bug fixes, service packs, and same-version upgrades. Specific provisions regarding the amount of required space, bandwidth, power and cooling and the associated charges for those and any other provisions are set forth in the i2i SSA and applicable SOW.
- i) Shared Hosting - composed of portions of the i2i Network and physical infrastructure, and the Customer is subscribing for use of a portion of said environment.
 - ii) Dedicated Hosting - Dedicated Hosting is composed of portions the i2i Network and physical infrastructure, and the Customer is subscribing for use of the entirety of said environment.
 - iii) Server access -
- c) Managed Services** - Managed Services and Advanced Managed Services are provided as network-based Services and each charged for on a monthly subscription basis. Specific provisions for services including, but not limited to, set-up, configuration, installation, server and software maintenance, monitoring, testing and deployment of software patches, bug fixes, service packs, same-version upgrades, management of user accounts, reporting and the associated recurring and nonrecurring charges for those and any other provisions are set forth in the i2i SSA and applicable SOWs.
- i) Back-up and Restore Services - Specific Terms and Service Level
 - ii) Managed Hardware Services - Specific Terms and Service Level
 - iii) Customer Hardware Monitoring Services - Specific Terms and Service Level



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- iv) Data Archival Services - Specific Terms and Service Level
- d) **Co-location Services** - Co-location Services are provided as network-based Services and each charged for on a monthly subscription basis. i2i provides the Facility and Network Environment including power, cooling, bandwidth and physical space for hardware owned or operated by the Customer. Specific provisions regarding the amount of required space, bandwidth, power and cooling and the associated charges for those and any other provisions are set forth in the i2i SSA and applicable SOW.

2) Availability

i2i calculates availability uptime as a percentage of the time during a month (30 days X 24 hours X 60 minutes), that the service is available, excluding the conditions outlined within.

- a) **Application Availability** - i2i covenants to 99.9% average scheduled Availability of Service. This guarantee is calculated on a monthly basis, and applies twenty four (24) hours per day, three hundred and sixty five (365) days a year, except as noted below. Availability is defined as the ability of a user within an organization to connect to a Service and access the CRM, SharePoint or other site, mailboxes, or public folders, in each case as applicable. Rarely a Service may be functioning in some areas and not functioning in others; e.g., the documents may be available but the search engine may be unavailable (SharePoint Service), or the email function (receiving/sending emails) may be available but data in Public Folders and calendar may be unavailable (Hosted Exchange Services). This time of any such diminished functioning is not considered downtime and is excluded from the calculations of availability. In addition, the following conditions are specifically excluded from the calculation of Application Service Availability:
- i) A problem with the Customer's network, internet connection, or a private network connection to the Service, which prevents the Customer from reaching a site, connector, mailbox or public folder.
 - ii) A problem connecting to the Service due to any action on the Customer's part that triggers a security response; e.g., scanning the ports on an i2i router triggers a shut-down of the ports used by the Customer.
 - iii) Scheduled maintenance (normally scheduled between 9:00 PM and 3:00 AM CST). i2i will provide two (2) days of notice prior to scheduled maintenance periods.
 - iv) Installation of urgent "hot fixes". These will be scheduled as quickly as possible after testing, with notification sent to the Customer; the two (2) day notification above is waived for urgent hot fixes. i2i also reserves additional two (2) two-hour maintenance windows on Wednesdays and Saturdays from 11:00 PM to 1:00 AM (CST), during which the servers may be offline for urgent fixes.
 - v) Software "bugs" or problems within the application that create service interruptions. Bugs must be acknowledged by the vendor to be excluded from calculations.
 - vi) Problems connecting to the Service due to the addition of 3rd party (i.e. non-Microsoft) software installed on the Customer's PC or network, e.g. Outlook plug-ins and add-ons.
 - vii) Movement of mailboxes within the Exchange environment among the different i2i servers – as i2i may do in its discretion. i2i makes no promise of notification to the Customer for these moves, which, normally, should not affect users.
 - viii) Incorrect configuration of the Customer's individual user's software resulting in the inability to connect to the Service.
 - ix) The period of time during which i2i disaster recovery is in effect.
 - x) Any circumstance beyond i2i's reasonable control.
- b) **Hardware Availability** - i2i covenants to 99.99% Hardware Availability of i2i Hardware covered by this SLA. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. Denial of service attacks or other types of attacks directed toward i2i's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations. Web Server Availability guarantee does not cover availability of specific applications or server products (such as ColdFusion or ASP.NET applications) deployed on Web Server. Performance of such applications largely depends on the quality of code comprising such application, which is beyond of i2i's control. SQL (Database) Server Availability is defined as the ability to receive a response from SQL server on port 1433, calculated on



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a monthly basis. Mail Server Availability is defined as the ability to retrieve the SMTP and POP headers from the mail server, calculated on a monthly basis. The following conditions are specifically excluded from the calculation of Hardware Availability:

- i) Individual users within a Customer's organization who, as a result of being spread across separate and distinct servers, are not impacted by the non-complying server.
 - ii) Denial of Service attacks or other types of attacks directed toward i2i's network of servers resulting in or contributing to downtime.
 - iii) Any outage or failure to provide i2i Services resulting from a reload of any operating system or software application or associated with the rebuilding of any RAID array.
- c) **Network Availability** - i2i covenants to 99.99% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through i2i's Network from/to the Customer's IP transit i2i (Internet Backbone). Server unavailability resulting from loss of Network Availability is excluded from server availability calculations if the Network Availability loss is caused by any circumstance beyond i2i's reasonable control, including such factors as IP transit i2i (backbone) or the Customer's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the i2i's servers or i2i's Network. The following conditions are specifically excluded from the calculation of Network Availability:
- i) Scheduled Maintenance
 - ii) Customer generated outages created by failed equipment
 - iii) Customer misconfigurations, exploited servers, or traffic in excess of the maximum allowed by contract.
- d) **Power Availability** - i2i covenants to 99.999% Power Availability for Redundant Power and 99.99% Power Availability for Non-Redundant Power.
- i) **Redundant Power** - i2i covenants to 99.999% Power Availability within any period of 12 months for redundant power on the following terms: a) two power strips will be provisioned from diverse distribution channels; b) the Customer will duly configure equipment to use both feeds. Subject to the above conditions: a) Uptime: the contracted power shall be available no less than 99.999% of the time at all times; b) Permitted Downtime: 0.001% downtime in power supply in aggregate is permitted one time during the said 12-month period, which is equivalent to 5 minutes over the 12-month period.
 - ii) **Non-Redundant Power** - i2i covenants to 99.99% Power Availability within any period of 12 months where the Customer utilizes only one power strip in the defined space. In such instance the following conditions shall be met: a) Uptime: the contracted power shall be available no less than 99.99% of the time at all times within any period of 12 months; b) Permitted Downtime: 0.01% downtime in power supply in aggregate is permitted during the said 12-month period, which is equivalent to an aggregate of 52.56 minutes over the 12-month period.
 - iii) **Circuit Breaker Exception** - Interruption of the power supply due to circuit breaker activation shall NOT be nor shall failure of any of the aforementioned Service Levels be considered Qualified Downtime. Accordingly, the duration of interruption shall **NOT** be considered in the determination of Qualified Downtime.
 - iv) **Temperature Control Availability** - i2i provides temperature control at the facility, subject to the following: a) i2i does **NOT** need to warrant temperature within Cabinets, Cages and/or Private Suites; b) the temperature in the facility shall be measured using i2i installed and operated sensors; and c) Such temperature readings will be recorded and made available to the Customer upon request. Subject to the above conditions: a) Uptime: i2i will maintain over a 24 hour period, an average ambient room temperature at the Facility of 22 degrees Celsius +/- 4 degrees no less than 99.99% of the time at all times during any period of 12 months ("Temperature Range"); b) Permitted Downtime: 0.01% aggregate downtime on the Temperature Range is permitted one time during the said 12 month period, which is equivalent to a single occurrence of not more than 52.56 minutes in duration over the 12-month period.

3) Qualified Downtime

- a) **Qualified Application Downtime** -
- b)



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- c) Qualified Hardware Downtime - Qualified Hardware Downtime shall start upon the earlier of a) notification via the Customer's submission of a written trouble ticket with details associated specifying that a failure has occurred and b) i2i's technical personnel identifying any failure of i2i Hardware. All Customer trouble tickets must be submitted by the Customer through i2i's Customer portal or through i2i's technical support department and are subject to confirmation by i2i prior to qualifying as Qualified Hardware Downtime or any Service Credit issued.
- d) Qualified Network Downtime - To verify Network availability, i2i will probe router ports to which the server is connected every two minutes, with a 10-second failure threshold. If the probe is not successful, the port is considered non-operational and i2i support personnel on duty are automatically notified. If two or more consecutive port probes fail, network downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. i2i will calculate server uptime and refund eligibility amounts based on this type of server monitoring. Redundant internet connectivity is measured as traffic routing into and out of the Customer's equipment through the i2i Network out to internet backbone carriers and does not include third party carrier latency or peering issues not utilized by i2i.

4) Penalties

- a) Application Availability - On a per-Service basis, for each month in which the availability is below an average of 99.9% for Application Service Availability as calculated above, i2i will issue a Service Credit in the amount equal to five percent (5%) of the Monthly Recurring Charges for such Service for such month. In addition, for every one percent (1%) loss of availability below the 99.9% during the same calendar month, i2i will issue a Service Credit in the amount equal to another five percent (5%) of the Monthly Recurring Charges for such Service for such month; provided that the maximum credit for non-compliance is twenty five (25%) per month.
- b) Hardware Availability - Subject to any exclusions referenced herein, in the event that (i) any of i2i Hardware fails and Customer notifies i2i of such failure as provided above and (ii) i2i fails to replace such failed i2i Hardware with hardware providing substantially similar functionality within one (1) hour of i2i's receipt of a trouble ticket reporting Qualified Downtime or i2i's technical personnel identifying a failure of i2i Hardware, as applicable, i2i will issue the Customer a Service Credit shall equal five percent (5%) of the Monthly Recurring Charges for such Service for such month in which Qualified Hardware Downtime first occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous sixty (60) minutes of Qualified Hardware Downtime up to a maximum of twenty five percent (25%) of the Monthly Recurring Charges for such Service for such month in which the Qualified Hardware Downtime first occurred. Service Credits are based directly on all i2i Hardware affected by Qualified Hardware Downtime. Products, Services or Hardware not related to Qualified Hardware Downtime do not qualify for a Service Credit.
- c) Network Availability - On a per-Service basis, for each month in which the availability is below an average of 99.99% as calculated above, i2i will reduce the amounts due and payable to it relating to such Service for such month by five percent (5%). In addition, for every one percent (1%) loss of availability below the 99.99% targeted average availability during the same calendar month, i2i will further reduce the amounts due and payable to it relating to such Service by another five percent (5%), provided that the maximum credit for non-compliance is twenty five percent (25%) per month.
- d) Power Availability - On a per-Service basis, whenever the downtime on the power supply to the Defined Space exceeds the relevant Power Supply Permitted Downtime, Customer may request a credit and upon verification by the i2i that i2i has failed to meet this Service Level, i2i shall credit Customer's account in the manner as provided below. i2i shall credit Customer's account with the equivalent of the daily applicable total MRC for each hour or part thereof of such downtime in excess of the relevant Power Supply Permitted Downtime if i2i fails to meet the above Service Level due to a downtime in power supply to the Defined Space and the aggregate duration of such downtime exceeds the relevant Power Supply Permitted Downtime or such downtime represents the second or more of such failure of service level during the preceding 12-month period. "MRC per Affected Unit" shall mean the monthly recurrent Co-location Service Fees payable by Customer in relation or attributable to the following: a) the specific Cabinet which is affected by the said downtime ("Affected



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Cabinet") where the Affected Cabinet is not within a Cage nor a Private Suite; and/or b) the specific power strip(s) affected by the said downtime ("Affected Power Strips") where the Affected Power Strips are supplied into a Cage or Private Suite, being such proportion of the Co-location Service Fees for that Cage or Private Suite as determined by the proportion which the number of Affected Power Strip(s) bears to the total number of power strips supplied into that Cage or Private Suite.

- e) **Temperature Control** - Whenever the temperature in the Facility is outside the temperature range for a duration in excess of the permitted downtime, the Customer may request a Service Credit upon verification by i2i that i2i has failed to meet this Service Level, i2i shall credit Customer's account in the manner provided below. i2i shall credit Customer's account with the equivalent of the daily total Co-location Service Fees payable by Customer for each incident or each hour or part thereof of such downtime which is in excess of the Temperature Permitted Downtime if i2i fails to meet the above Service Level by causing the ambient room temperature in the Facility to be outside of the Temperature Range and the aggregate duration of such downtime exceeds the Temperature Permitted

5) Service Credits

Service Credits are calculated by i2i on a "per-event-basis/per-related-series-of-events-basis" and in no event constitute a refund in respect of any i2i Service and may not be carried forward to future months, paid for or exchanged for cash or other monetary consideration or value.

- a) **Exceptions** - The following events do **NOT** constitute Qualified Downtime or qualify for any Service Credit under this SLA:
- i) Scheduled Maintenance;
 - ii) Outage or event associated with or arising from any denial of service attack, virus, hacking attempts;
 - iii) Any circumstances or events that are not within the reasonable control of i2i, including Force Majeure and terrorist attacks
 - iv) Any Customer that is more than thirty (30) days past due on any amount owing to i2i
 - v) Any the Customer that has breached the Agreement;
 - vi) Services purchased by i2i that expressly exclude technical support or such Service Credits;
 - vii) Customer generated outages created by failed equipment other than i2i Hardware, Customer misconfigurations, exploited servers, or traffic in excess of the maximum allowed by contract;
 - viii) Internet congestion
- b) **Multiple Instances** - In no event shall the Customer be entitled to a Service Credit for multiple instances of concurrent Qualified Downtime. If the Customer experiences Qualified Downtime resulting from multiple, concurrent outage or series of related outages, Customer shall only be entitled to the highest of the Service Credits associated with such outages.
- c) **Billing** - Valid, approved Service Credits will appear as a credit for i2i Services and be applied against the amounts owing in respect of such i2i Services on the next billable invoice following the month in which occurred Qualified Downtime giving rise to such Service Credit. In no event will downtime or unavailability be cumulated during any monthly period for the purposes of "rolling over" or advancing Service Credits into subsequent months. In order for the Customer to qualify for a Service Credit, the Customer must:
- i) Have purchased and paid for i2i Services;
 - ii) Utilize redundant input network drops running Hot Swap Router Protocol (HSRP) in its equipment (only applicable to Co-location Services); \
 - iii) Submit a request for a Service Credit, as applicable, in writing via i2i's Customer portal within three (3) days from the date of event giving rise the requested Service Credit and in accordance with the terms of this SLA. Failure to request a Service Credit in accordance with the terms of this SLA will result in an automatic waiver of any rights to such Service Credit under this SLA in respect of the event giving rise to such Service Credit.
- d) **Maximum Aggregate Credits/Penalties** - IN ALL CASES, THE MAXIMUM, ARREGATE CUMULATIVE SERVICE CREDIT TO WHICH THE CUSTOMER MAY BE ENTITLED UNDER THIS SLA DURING ANY



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CALENDAR MONTH FOR ANY GIVEN SERVICE AND FOR ALL SERVICE LEVELS TOGETHER WITH ALL OTHER SERVICE CREDITS, REFUNDS, AND GUARANTEES, SHALL NOT EXCEED TWENTY FIVE PERCENT (25%) OF THE CUSTOMER'S MONTHLY RECURRING FEE FOR THE i2i SERVICES AFFECTED DURING SUCH MONTH. IN THE EVENT THAT ANY OUTAGE OR RELATED SERIES OF OUTAGES GIVING RISE TO ANY SERVICE CREDIT HEREUNDER SPANS MORE THAN ONE CALENDAR MONTH, THE MAXIMUM TOTAL SERVICE CREDIT TO WHICH THE CUSTOMER SHALL BE ENTITLED FOR SUCH OUTAGE OR RELATED SERIES OF OUTAGES SHALL NOT EXCEED TWENTY FIVE PERCENT (25%) OF THE CUSTOMER'S MONTHLY RECURRING FEE FOR THE i2i SERVICES DURING THE FIRST MONTH IN WHICH SUCH OUTAGE OR RELATED SERIES OF OUTAGES FIRST OCCURRED AND THE CUSTOMER SHALL NOT BE ENTITLED TO ANY OTHER SERVICE CREDITS IN RESPECT OF SUCH OUTAGE OR RELATED SERIES OF OUTAGES FOR THE OTHER MONTHS DURING THE PENDENCY OF SUCH OUTAGE OR RELATED SERIES OF OUTAGES.

6) General Information

- a) Account Cancellation - After cancellation, all data stored on i2i's servers may no longer be accessible. It is The Customer's responsibility to move this data before requesting cancellation. i2i will not guarantee data retrieval after account has been cancelled.
- b) Storage Capacity; Data Transfer; Server Resources - (Not applicable to Hosted Exchange Services) Each account is allocated storage capacity and data transfer amounts on i2i's servers according to the plan and options selected by You. This allocated storage size and data transfer can be increased through the Account Manager for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. i2i shall not be held responsible for such unavailability or data losses.
- c) Log File Retention - Web and FTP servers are configured to log all requests to the log files. The average retention period is one month. The log files are stored in shared server space and not counted towards account's allocated storage capacity. The maximum size of stored log files is limited to 1 Gigabyte. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit. Shared servers resources are shared among all accounts hosted on the same server. i2i configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.
- d) Data Retention - i2i shall not be responsible for retaining any of the Customer's data after account termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. i2i shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts.
- e) Security and Dependability - The security and dependability of i2i is of utmost importance. The Customer's individual users may not use anyone else's account at any time, without the permission of the account holder.
- f) Physical Security - Access to i2i operations center and systems is restricted to authorized personnel. i2i ensures that its employees and contractors are familiar with and understand its policies; i2i takes all possible security measures to protect the security of Customer's data. i2i will make its best commercial efforts to protect the security of its systems and services, and the data that resides therein.
- g) Scheduled Maintenance - The Customer hereby acknowledges that i2i may, from time to time, perform maintenance service on the i2i Network, with or without notice to the Customer, which may result in the unavailability of the i2i Network. Downtime or unavailability resulting from Scheduled Maintenance shall not constitute Qualified Network Downtime or qualify for any Service Credit. The Customer must subscribe to i2i's outage mailing list and provide accurate and timely information in i2i's Customer portal in order for i2i to notify the Customer of all Scheduled Maintenance. the Customer's failure to subscribe to i2i's outage mailing list or to provide accurate and timely information on i2i's the Customer portal may result in the forfeiture of any Service Credit based on downtime or unavailability arising from Scheduled Maintenance for which the Customer did not receive timely notice. Emergency maintenance and maintenance for which i2i has not given the Customer notice in accordance with this SLA shall not be deemed Scheduled Maintenance for purposes of this SLA.
- h) Systems Support - i2i provides systems support to the Customer's designated administrators. Systems support is defined as support associated with issues/faults with i2i's servers. There are no additional charges for this support. (Note: please check the Server Status Page on our website before calling i2i's Customer



SERVICE LEVEL AGREEMENT

Support Services.) The Customer may designate up to four (4), but no more than four (4), administrators who are authorized to call i2i's Customer support services.

- i) End-user Support - i2i also provides, at no additional charges, limited end user support for each of the Web Hosted Website, SharePoint, Exchange, Desktop and CRM Services. Please contact i2i to purchase unlimited end user support services.
- j) Wireless Service Support - (Only applicable to the Hosted SharePoint, Exchange, Desktop and CRM Services) For users who subscribe to i2i's BlackBerry-Exchange Service or other wireless services, i2i follows the same policies as above. i2i provides wireless access to the Exchange/SharePoint (as applicable) server through the use of third-party provided software. Success in configuration and set up of wireless server access is highly dependent upon device and wireless access i2i chosen by the Customer; therefore, i2i can only covenant that it shall use commercially reasonable efforts to assist the Customer's designated administrators in configuring and supporting the Customer's wireless server access for the areas of the access not under i2i's direct control.
- k) Optional Support Services - In addition to the support described above, i2i also offers custom contracts for different types of support programs; please contact an i2i sales representative for details. Additionally, several support offerings are available on an as-needed basis, with discrete pricing for each service. For advanced customization features (such as application development, form design, etc.) or for data migration services from existing in-house applications running at the Customer's site, i2i will work on a project basis. i2i will provide a SOW, including a price quotation, prior to undertaking such a project.

7) Disclaimer

The Customer hereby acknowledges that i2i's ability to provide Services and technical support to the Customer and to manage any server owned or controlled by or leased to the Customer is contingent upon i2i's ability to connect the i2i Network to such server and monitor such server. In the event that the Customer substantially impairs i2i's ability to connect the i2i Network to any server owned or controlled by or leased to the Customer, including, but not limited to, through the installation of software, including, but not limited to, firewall software or load balancing software, or through the configuration of such server, then i2i shall have no obligation to provide i2i Services or technical support services or any of the services provided for in this SLA for such server and the Customer shall not be entitled to any Service Credit under this Agreement with respect to such server. If the Customer requests technical support services or management services for a server for which the Customer has impaired the ability of i2i to connect the i2i Network to such server, i2i shall provide such technical support services or management services as professional services on a time and material basis and the Customer shall be billed at i2i's then-current professional services rate. i2i shall not be liable for the failure or delay in performing its obligations hereunder or under the Agreement if such failure or delay is due to external circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of i2i's Services (each, a "Force Majeure Event"). i2i agrees to exercise reasonable efforts to mitigate the damage arising from Force Majeure Event; however, under no circumstances will i2i or its affiliates be held liable for any cost, expense, liability, claim or damage due to such interruptions. In no event shall i2i or its affiliates be liable to the Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, cost of cover, loss of income or cost of replacement services. the Customer acknowledges and agrees that the receipt of a Service Credit as provided for in this SLA constitutes the Customer's sole and exclusive remedy, and i2i's sole and exclusive liability, for any failure of the i2i Network or failure by i2i to provide the Customer with the Services purchased by the Customer in accordance with the Agreement which results from Qualified Downtime.