

# Service Level Agreement

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This Service Level Agreement (“SLA”) outlines certain of the terms and conditions under which Itrica, Corp (“Itrica”) provides certain services (collectively referred to as “Services”) to its Clients. This SLA is incorporated by reference under the terms and conditions of the Master Services Agreement (“MSA”) available at <http://www.itrica.com/resources/legal/>.

**A. Definitions.** The following terms will have the following definitions ascribed to them for the purposes of this Agreement:

1. “Uptime Target” shall mean that the total periods of Unavailability in any calendar month shall be equal to or less than 0.01% of the time in such month; provided that, in accordance with Section C.3 below, Scheduled Downtime shall not be counted as time during which Itrica’s Services and Client’s virtual resources are Unavailable for purposes of determining whether the Uptime Target has been achieved with respect to any calendar month.
2. “Maximum Scheduled Downtime” shall mean 6 hours in any calendar month.
3. “Unavailable” or “Unavailability” means the Client does not have access to all of Client’s virtual resources provided as part of the Services for a five-minute period or longer due to failure of Itrica’s external connectivity, a server or a storage device that prevents the virtual resources from transmitting, processing or delivering data.
4. “Service Credit” means an amount to be credited to Client in accordance with Section B.3 below as a result of Itrica’s failure to meet required service levels as provided herein.
5. Service Credit Basis means 3-month average invoice based on contracted Services in the affected data center.
6. “VDC” means a virtual data center.

**B. Infrastructure Service Level.** The following applies to the availability of Itrica Infrastructure Services delivered as a VDC:

1. **Scheduled Maintenance.** Itrica attempts to perform routine Scheduled Maintenance such that the Client’s VDC remains available. Scheduled Maintenance typically does not require VDC downtime. To keep you aware of such routine Scheduled Maintenance, Itrica will provide at least 24 hours advance notice by email, message post, schedule publication or similar communication. It is the Client’s responsibility to notify Itrica if a Scheduled Maintenance period presents a conflict and Itrica will use reasonable efforts to accommodate the Client conflict. Itrica’s normal Maintenance Window is between 12:00 am and 5:00 am Sunday, data center local time. The Client will be advised when the Scheduled Maintenance is complete.
2. **Scheduled Downtime.** Periodically, Itrica requires the VDC service to be Unavailable for purposes of performing more extensive maintenance. Itrica will provide Client at least 72 hours advance notice by email for any maintenance activities that require Scheduled Downtime. It is the Client’s responsibility to notify Itrica if a Scheduled Downtime period presents a conflict and Itrica will use reasonable efforts to accommodate the Client conflict. Scheduled Downtime will be limited to the Maximum Scheduled Downtime period and between 12:00 am and 5:00 am

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Sunday data center local time. The Client will be advised when the Scheduled Downtime is complete. Itrica reserves the right to schedule emergency maintenance that may be performed with less or no advance notice as needed.

3. **VDC Service Credits.** Itrica shall provide Client with a Service Credit against invoiced charges based on the following credit calculation – One hour of Service Credit Basis fees for each five-minute period of Unavailability below the Uptime Target.

## C. Payment Procedure and Exceptions

1. **Credit Request and Payment Procedure.** To receive a Service Credit, Client must request a Service Credit in writing within forty-eight (48) hours of the event. Client must state date, time and nature of the incident with supporting information and logs that corroborate the claimed service outage. Client's request is subject to Itrica's review and confirmation with monitoring data. If the claim is confirmed by Itrica, then Itrica will issue the Service Credit to Client within the following billing cycle after the event.
2. **Maximum Monthly Service Credits.** Service Credits earned in a month under this SLA shall not exceed 50% of the Service Credit Basis for that month.
3. **Service Credit Exclusions.** Service Credits are not valid, and/or shall not accrue, as applicable, under the following conditions:

During any time that a default or breach by Client of any agreement with Itrica, including the terms of Itrica's Master Services Agreement (MSA), Acceptable Use Policy (AUP) and Service Level Agreement (SLA) exists and is continuing;

- a. During a Scheduled Downtime period;
- b. During any outages or Unavailability caused by Client's applications, equipment, facilities, acts or omissions; including outages caused by any user of Itrica services authorized by the Client;
- c. Any failure of equipment located outside of Itrica's premises;
- d. During any outages or Unavailability caused by 3rd party service providers other than third party equipment and services under Itrica's direct control;
- e. During any Force Majeure event (as defined in the MSA); and
- f. During any Provisioning and configuration period.