

# Island Micro Solutions, Inc.

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*Intelligent Information Solutions to Drive Your Business*

## **SERVICE LEVEL AGREEMENT (SLA) FOR SOLUTIONSASP HOSTED SERVICES**

Island Micro Solutions, Inc. ("IMSI") is committed to providing a level of Hosted services which meets individual customer requirements. The following guarantees are part of that commitment and demonstrate IMSI's willingness to stand behind our internal processes, our network, our third party vendors, our quality of service, and our technological capabilities. We make the following guarantees, as applicable, to eligible hosting customers ("Hosted Services Customers").

### **SECTION ONE – AVAILABILITY GUARANTEES**

#### **Network Availability Guarantee for Hosted Business Solutions Customers**

IMSI guarantees ninety-nine and nine-nine-nine percent (99.999%) network uptime on all portions of the IMSI Network and its third party vendors.

#### **Power Availability Guarantee for Hosted Business Solutions Customers**

IMSI guarantees to supply AC power ("Power") to all IMSI owned, controlled or contracted for hardware located within IMSI's or its third party vendor's Dedicated Hosting Center at least 99.999% of the time in each calendar month.

#### **Core Applications Availability Guarantee for Hosted Business Solutions Customers**

IMSI guarantees that the set of hosted applications and services that Hosted Services Customer has purchased from IMSI and which have been installed and are being operated and maintained by IMSI on behalf of Hosted Services Customer ("Core Applications") will be operational at least 99.999% of the scheduled up-time in each calendar month. The Core Applications guarantee does not apply if Hosted Services Customer is the cause of configuration or other functionality problems with Core Applications Software. Core Applications Unavailability will be deemed to exist if one or more of the Core Applications purchased by Hosted Services Customer does not respond to IMSI's Core Applications monitoring systems.

#### **Service Credit for Unavailability**

Any Hosted Services Customer, Hosting Customer, Colocation Customer, or Dedicated Access Customer who experiences Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:

- Network Unavailability greater than one (1) hour, but less than four (4) hours, in a calendar month: one (1)-day Hosted Services Monthly Recurring Charge credit.

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- Network Unavailability equal to or greater than four (4) hours in a calendar month: one (1)-week Hosted Services Monthly Recurring Charge credit.

All types of concurrent Unavailability shall be considered one and the same instance of Unavailability, and concurrent Unavailability shall not give rise to multiple service credits for different types of Unavailability.

### **SECTION TWO - DEFINITIONS**

"Monthly Recurring Charge" shall mean the monthly fee for Hosted Services service charged by IMSI for the month in which the event giving rise to the claim for Service Credit occurs.

"IMSI Network" shall mean the telecommunications network and network components owned, operated or contracted by IMSI and the telecommunications network and network components used by IMSI. The IMSI Network does not include any networks or network equipment or other equipment not owned, controlled or contracted by IMSI.

"Unavailability" for purposes of the "Availability Guarantees" shall not include (and for which no Service Credit shall be granted) unavailability due to IMSI planned maintenance or other planned outages; packet loss; equipment or software upgrades; customer request; any action performed by IMSI in order to maintain or improve IMSI's services; any customer equipment, circuit, application, software, code, hardware device failure or malfunction; acts or omissions of Customer and/or Customer's users; denial of credit to Customer; planned or unplanned IMSI Telco provider outages; or reasons outside of IMSI's reasonable control, such as Force Majeure. IMSI's typical Data Center Maintenance Window is 12AM-6AM US Central Time Zone each Sunday morning.

Not less than 48 hours prior to a scheduled service interruption, IMSI will notify Customer's technical contact provided in writing to IMSI by e-mail of such scheduled interruption in service and the nature of such interruption. Such notice shall be effective for all purposes herein, despite any failure of the Customer and/or its agents to receive such notice for any reason, including problems with or failures of Customer's e-mail system(s) or erroneous contact information provided by Customer or any other reason.

"Service Credit" for any Guarantee, shall mean:

- One (1) day Service Credit equals one divided by the actual number of days in the month to which the Service Credit relates multiplied by Customer's Monthly Recurring Charge for such month.
- One (1) week Service Credit equals seven divided by the actual number of days in the month to which the Service Credit relates multiplied by Customer's Monthly Recurring Charge for such month.

See Section 3 hereof for the Service Claim Process.

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## **SECTION THREE – SERVICE CLAIM PROCESS**

To initiate a claim for Service Credit with respect to any Guarantee, Customer shall submit a completed Service Credit Request Form within fourteen (14) days after the end of the month during or for which the event occurred which gives rise to the claim for Service Credit. IMSI shall acknowledge receipt of all Service Credit Request Forms via email no later than the next succeeding business day after such receipt and shall review all requests within 14 days after such receipt. Customer shall be notified via email upon resolution of the request.

Unless Customer has been notified of any Unavailability by IMSI, Customer shall have notified IMSI of any Unavailability promptly during such Unavailability. Eligibility for Service Credit is based on a failure that is caused solely by a component or components of Customer's service that is managed by IMSI.

## **Section FOUR - Service Credit**

If Customer's Service Credit Request is approved, IMSI shall issue Service Credit to Customer's account, which Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit Request Form was approved.

Service Credit shall be Customer's sole remedy for Unavailability of Connectivity which is not caused by the Client.

The Service Credit provided for herein is based on Customer's compliance with the terms and conditions of its services agreement with IMSI and the failure of Customer to comply therewith may invalidate IMSI's Guarantees provided herein. Furthermore, IMSI shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's tampering with any equipment.

Service Credits are not cumulative. If IMSI fails to comply with more than one Guarantee with respect to a Customer during a calendar month, only the Guarantee producing the greatest measured Service Credit to such Customer will be considered for the granting of Service Credit. Furthermore, if Customer receives more than one Service, Service Credits will not be considered for Services that were not affected by IMSI's failure to comply with any Guarantee.

## **SECTION FIVE – SOLE REMEDY**

Through exercise of any remedy specifically provided pursuant to the terms of this Service Level Agreement, Customer agrees and ratifies that this Agreement shall be the single and sole remedy for all Unavailability of Connectivity which is not caused by the Customer.

## **Section SIX - Modifications**

IMSI in its sole discretion may modify, amend or revise one or more of these Guarantees at any time and from time to time. Such changes or revisions shall be deemed effective upon the posting of updated Service Level Agreement information to IMSI's Web site.