

Service Level Agreement

1. **DEFINITIONS.** Except as otherwise defined in this Service Level Agreement (“SLA”) or the context requires otherwise, all defined terms in this SLA will have the meanings given to them in the Agreement.
 - 1.1. **“Force Majeure Event”** means any act, event, or occurrence beyond OnCall’s reasonable control including acts of God, war, terrorism, third party strikes, failure of suppliers, fires, floods, earthquakes, Internet or telecommunications failures.
 - 1.2. **“Scheduled Maintenance”** means the total amount of time during any calendar month during which the Subscription Services are unavailable due to planned system maintenance performed by OnCall. OnCall will use commercially reasonable efforts to provide Customer with reasonable prior notice of such Scheduled Maintenance if appropriate.
 - 1.3. **“Downtime”** means the total amount of time during any calendar month during which Customer is not able to access critical features and functions of the Subscription Services.
2. **SERVICE LEVELS.** During the Subscription Term set forth in the Order, OnCall will use commercially reasonable measures to make the Subscription Services operational and available to Customer at least ninety-nine percent (99.00%) of the time in any calendar month, excluding holidays and weekends (“**Performance Commitment**”). If OnCall fails to meet the Performance Commitment, and if Customer meets its obligations under the Agreement, including being current in all payments due, Customer will be eligible to receive the service level credit (“**Credit**”) as described in Section 3.
3. **REMEDY.**
 - 3.1. Credits.

This Credit is Customer’s sole and exclusive remedy, and OnCall’s entire liability, in connection with OnCall’s failure to meet the Performance Commitment. For each period of Downtime lasting longer than three (3) hours, OnCall will credit Customer five percent (5%) of the Subscription Services Fees for each monthly period, provided that no more than one (1) such Credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to OnCall) recognizes that Downtime is taking place, and continues until the availability of the Subscription Services is restored.

- 1.1. Downtime Reporting Process. In order to receive downtime credit, Customer must notify OnCall in writing within twenty-four (24) hours from the time of Downtime, and failure to provide such notice will forfeit the right to receive the Credit. Such Credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Subscription Services Fees in any one (1) calendar month in any event.
- 1.2. Limitations. OnCall will only apply a credit to the month in which the incident occurred. Credits may not be issued if the Customer’s account is past due, suspended or pending suspension. Credits are exclusive of any applicable taxes for which Customer is responsible. Credits may be denied where Customer submits false or repetitive requests for Credits.
- 1.3. Exclusions. Downtime shall not include any period during which the Subscription Services are unavailable as a result of (a) non-compliance by Customer with any provision of this Agreement; (b) incompatibility of Customer’s equipment or software with the Subscription Services; (c) failure due to Customer owned or operated domains or DNS, or a failure to make updates within a commercially reasonable timeframe to these records when requested by OnCall; (d) acts or omissions of Customer or Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the Subscription Services by means of Customer or any Authorized User’s passwords or equipment; (e) any Force Majeure Event; (f) Scheduled Maintenance; or (g) denial of service (“**DoS**”) and distributed DoS attacks.