



Service Level Agreement

For the purpose of this SLA, the following terms have the following meanings as set forth below:

"Web/Sync Hosting Service" means web, synchronization or email hosting services provided to Customer by TrilogyCRM during a calendar month.

"Monthly Recurring Charge or MRC" consists solely of the base monthly fee paid by Customer to TrilogyCRM for the affected service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation fees charged for installation or setup, bandwidth overage, Internet Protocol (IP) addresses, support, etc. The MRC does not include any fees paid by customer to third parties, such as third-party add-in fees, even if such fees are included on Customer's TrilogyCRM bill due to TrilogyCRM convergent billing agreements with certain third parties.

"Service Outage" means an instance in which Web/Synchronization or Email Hosting Services are unavailable for more than 15 consecutive minutes (.000342% of one average length month).

"TrilogyCRM Network Infrastructure" means TrilogyCRM owned and operated network components, consisting of IP routing and switching infrastructure, circuits, transmission lines, and measurement devices. TrilogyCRM Network Infrastructure also includes any TrilogyCRM leased but controlled and operated transit connections.

Service Availability Guarantee

TrilogyCRM Web Hosting Service, as defined in the definitions section, is guaranteed to be available and capable of responding to client requests 99.9 percent of the time as averaged over a calendar month.

The Service Availability Guarantee does not include any equipment or services not directly under the control of TrilogyCRM, scheduled maintenance events, Customer caused outages or disruptions, specific interconnections to or from and connectivity within other specific ISP networks, and force majeure events (as defined in the Hosting Service Agreement).

If a Service Outage occurs and the Service Availability Guarantee is not met as averaged over a calendar month, the customer will receive a credit for the entire (MRC) for that month. Limits on the credit, measurement, and reporting procedures are detailed below.

Measurement

TrilogyCRM will periodically measure the availability and performance of TrilogyCRM Hosting Service using software and hardware components capable of measuring traffic and responses across the network

Customer acknowledges that not every Web Page, Server, or Backbone Network link may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer packets, and that such measurements constitute measurements across the Backbone Network but not other networks to which Customer may connect. TrilogyCRM reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer.

Credit and Reporting Procedures

In order to receive a credit, Customer must make a request therefore by phone or fax to a TrilogyCRM Customer Service Representative. Instructions for contacting TrilogyCRM may be found in the Customer Portal Instruction Document provided when Customer executes the Hosting Service Agreement. Each request in connection with a Service Outage or the Service Availability Guarantee must be received by TrilogyCRM within five work days of the Network Outage and must be confirmed by TrilogyCRM's measurements of the IP Network.

Each valid credit will be applied to an invoice of Customer within two billing cycles after TrilogyCRM's receipt and confirmation of Customer's request therefore. Credits are exclusive of any applicable Federal, State, or Local taxes charged to Customer, which may or may not be collected by TrilogyCRM.

Credit Limits

Total credits under this SLA in connection with Service Outages in any calendar month are limited to the MRC (as defined in definitions section) for the affected Service or Combined Service for the month in which the service does not meet the guarantees set forth above.

Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Hosting Services caused by or associated with any of the following:

1. Scheduled or emergency maintenance or upgrades approved in advance by Customer. Scheduled maintenance window announcements will be sent to the Primary contact assigned in the Hosting Service Agreement. Any disagreements to the scheduled maintenance window must be received within 48 hours of the release of the maintenance window notification.
2. DNS issues outside the direct control of TrilogyCRM.
3. Firewall or Anti-Virus application configurations that specifically block the synchronization process. Trilogy Support Team members may require a remote session to check the configuration of the affected machines experiencing the outage.
4. Circumstances beyond TrilogyCRM's reasonable control. Such circumstances include, by example but not limitation war, terrorist activities, acts of governmental bodies, acts of God, sabotage, attacks by hackers, fire, flood, strike or other labor disturbance, failure of software provided by third parties, inability to obtain power used by or equipment needed for the IP Network.
5. False SLA breaches reported as a result of errors made by any measurement system.
6. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of TrilogyCRM services in breach of TrilogyCRM's Acceptable Use Policy (AUP).

Nevertheless, TrilogyCRM will make every commercially reasonable effort to ensure that service is not interrupted by any of the foregoing reasons.

Modifications

TrilogyCRM reserves the right to change this agreement at any time with or without notice to customer. TrilogyCRM agrees to make the most recent version of this agreement available to customer within 7 days upon written request. TrilogyCRM's legal notice address can be found at the following internet address: <http://www.trilogycrm.com/legal>