

**Ericom Hosted Services
Service Level Agreement**

Version 4.0

Ericom has designed the Services for continued availability. If the Services do not achieve an “Availability Percentage” of 99.9% during any calendar month, Ericom shall provide a “Service Credit” as set forth below. This Service Level Agreement (“SLA”) is provided in accordance with the Ericom Master Subscription Agreement. (Capitalized terms not otherwise defined in this SLA shall have the meaning ascribed to them in the Master Subscription Agreement.)

1. **Availability Percentage; Service Credit.** If the Services do not achieve an “Availability Percentage” of 99.9% during any calendar month, Ericom shall provide a Service Credit equal to the Credit Days in the table below:

Availability Percentage	Credit Days
Less than 99.9% but equal to or greater than 97.5%	2 days
Less than 97.5% but equal to or greater than 95%	5 days
Less than 95%	10 days

2. **“Availability Percentage”** means the total number of minutes in a calendar month *minus* the total number of minutes that the Service is “Unavailable” in such month; *divided by* the total number of minutes in such month. The Service shall be deemed “Unavailable” for any period of ten (10) consecutive minutes or more in which five (5) users or more at one geographic location cannot access any website through the Service. Ericom’s records and data shall be the basis for all determinations of Availability.
3. **Exclusions.** Notwithstanding anything to the contrary contained herein, the Service will not be considered to be “Unavailable” for any unavailability that results from: (a) scheduled or routine maintenance *provided that* Ericom has given at least five (5) days prior notice thereof to Customer; (b) emergency maintenance to apply security patches; (c) maintenance performed at Customer’s request; Customer's incorrect configuration of the Service; or other acts or omissions of Customer or its agents, including any nonconformance with the Documentation or the Agreement; (d) Force Majeure; or (e) network unavailability outside of Ericom-controlled systems (including servers, hardware, and associated software).
4. **Service Credits.** Customer must request a Service Credit in writing within ten (10) days after the end of the month in which the Service was Unavailable, together with supporting documentation as reasonably requested by Ericom. Service Credits will be applied solely as a credit to extend the term of the applicable subscription term for the affected Service, not to exceed thirty (30) days with respect to any subscription year. No Service Credits will be issued, and no unavailability will be considered for purposes of this SLA, if Customer is not current in its payment obligations or is otherwise in breach of the Agreement. The remedies set forth in this SLA are Customer’s sole and exclusive remedy for any unavailability of the Services.