SERVICE LEVEL AGREEMENT

This document outlines the service level agreement for USERS provisioned with Hosted Services by STATICA on the AppDirect Platform who have taken up Premium Support by subscribing to an Enterprise plan or higher.

Master Service Level Agreement

This document contains the Service Level Agreement for STATICA available on the AppDirect platform (hereafter, "STATICA"). Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please do not hesitate to contact us.

SLA Objective
THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Hosted Services provided by STATICA expressly as an addendum to the Terms Of Service ("TOS") for each customer/client/consumer/domain/administrator/end user/users ("USER"). STATICA is committed to providing a highly available and secure network to support its USERs. Providing the USER with consistent access to Hosted Services is a high priority for STATICA and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of STATICA infrastructure. The overall service availability metric is 99.999%, measured on a monthly basis.

Term Definitions
For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

Available or Availability
When the USER who's account is active and enabled has reasonable access to the Hosted Service provided by STATICA, subject to the exclusions defined in Downtime Minutes below.

Total Monthly Minutes
The number of days in the month multiplied by 1,440 minutes per day.

Maintenance Time
The time period during which the Hosted Service may not be Available each month so that STATICA can perform routine maintenance to maximize performance, is on an as needed basis.

Downtime
The total number of minutes that the USER cannot access the Hosted Service. The calculation of Downtime Minutes excludes time that the USER is unable to access the Hosted Services due to any of the following:

    (a) Maintenance Time
    (b) USER's own Internet service provider
    (c) Force Majeure event
    (d) Any systemic Internet failures
    (e) Enhanced Services
    (f) Any failure in the USER's own hardware, software or Network connection
    (g) USER's bandwidth restrictions
    (h) USER's acts or omissions
    (i) USER exceeding agreed request limit

      (j)   Anything outside of the direct control of STATICA

STATICA Network
The network inside of STATICA border routers.

Problem Response Time
The time period after STATICA's confirmation of the Service event, from receipt of the information required from the USER for STATICA's Support Team to begin resolution and open a trouble ticket in STATICA's systems. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, STATICA shall use a reasonable method to provide USER with a progress update.

Maintenance Notices
STATICA will communicate the date and time that STATICA intends to make the Hosted Services un-Available via the front page of the status web site and e-mail at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where STATICA needs to interrupt the Hosted Services without notice in order to protect the integrity of the Hosted Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

Emergency Maintenance
These change controls happen immediately with little notification ahead of time; however, we will post the information to our website soon after or during the change.

Preventative Maintenance
These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

Planned Maintenance
These are change control's being done to:
- Support on-going product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to STATICA, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

USER Responsibility

Request limits
The USER is responsible for monitoring their account usage and ensuring that they stay within the agreed number of monthly requests as agreed with STATICA.

Service Levels
Term of the Service Level Agreement
This Service Level Agreement shall only become applicable to the Hosted Services upon the later of (a) completion of the "stabilization period," as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the provisioning of Hosted Services.

Measurement
STATICA uses a proprietary system to measure whether the Hosted Services are Available and the USER agree that this system will be the sole basis for resolution of any dispute that may arise between the USER and STATICA regarding this Service Level Agreement.

Availability is calculated based on the following formula:

$A = (T - M - D) / (T - M) \times 100\%$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	Credit Amount of Monthly Fee
> 97.9% but < 99.999%	5%
> 96.9% but < 97.9%	7%
< 96.9%	9%

Problem Response Time

STATICA's failure to meet the Service level metric for Problem Response Time for a month shall result in a Service Level Credit calculated per incident at a credit of 50% of the monthly invoice, up to a maximum Service Level Credit of $200, for the Hosted Service (not including setup, activation fees or other services provided by STATICA) per month. The response time per incident will vary upon the degrees defined below:

Category Level	Criteria	Problem Response Time
1	Unplanned interruption rendering the Services un-Available; no work-around	15 Minutes
2	Unplanned interruption rendering the Services un-Available; work-around available	30 Minutes
3	Intermittent problem	8 Business Hours

Remedy and Procedure

The USER's remedy and the procedure for obtaining the USER's remedy in the event that STATICA fails to meet the Service level metrics set forth above are as follows:

To qualify for remedy:
(a) There must be a support ticket documenting the event within 24 hours of the service interruption
(b) USER account must be in good standing with all invoices paid and up to date

The USER must notify STATICA in writing within five (5) business days by opening a support ticket and providing the following details:

- Subject of email must be: "Claim Notice"
- List the date the Downtime Minutes occurred
- List an estimate of the amount of actual Downtime Minutes
- Ticket number of the documented event

STATICA will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If STATICA cannot confirm the Downtime Minutes, then the USER and STATICA agree to refer the matter to executives at each company for resolution. If STATICA confirms that STATICA is out of compliance with this Service Level Agreement, the USER will receive the amount of Service Level Credits set forth above for the affected Service level metric for the affected month. The SLA credit will be reflected in the STATICA invoice to the USER in the month following STATICA confirmation of the Downtime Minutes. Please note that SLA credits can only be applied to accounts that are in good standing with all invoices paid and up to date.

SLA Exhibits

Exhibits to this Master Service Level Agreement may be available for Hosted Services provided by STATICA. The SLA Exhibits for each Hosted Service provides additional terms specific to the Hosted Service. The SLA Exhibits must be agreed to in addition to this Master Service Level Agreement prior to executing use of the Hosted Service.