

CIRCUIT IDTM

SLA

Service Level Agreement v1.0

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This Service Level Agreement governs the use of the Services under the terms of the Master Service Agreement (the “Agreement”) between Circuit ID™ (“Circuit ID™”) and You and is incorporated into the Agreement by reference. This Service Level Agreement applies separately to each of Your Accounts. Circuit ID™ may update, amend, modify or supplement this Service Level Agreement from time to time.

Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this Service Level Agreement and the Agreement, the Agreement will govern.

1. SERVICE.

Circuit ID™ will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

2. SERVICE AVAILABILITY.

2.1 Definition.

Circuit ID™ will provide Service Availability as follows, measured on a per calendar-month basis:

100% Network Uptime SLA: With the exception of scheduled maintenance, Circuit ID™ hereby guarantees that its network will be available 100% of the time. This includes all network devices such as routers, switches, and connectivity cabling.

In the event of any downtime as a result of Circuit ID(tm) network, we will credit 5% of the recurring monthly fee for each 30 minutes of down time up to 100% of the monthly invoice fee.

100% Core Infrastructure Uptime SLA: With the exception of scheduled maintenance, Circuit ID™ hereby guarantees that its core infrastructure will be available 100% of the time. This includes items such as HVAC coolant systems, UPS, backup diesel generator, and all other related core infrastructure systems.

In the event of any downtime as a result of Circuit ID(tm) core infrastructure, we will credit 5% of the recurring monthly fee for each 30 minutes of down time up to 100% of the monthly invoice fee.

2-Hour Hardware Guarantee: Circuit ID™ hereby guarantees that any failed hardware will be replaced within 2 hours upon approval to replace hardware by authorized client representative.

In the event of any downtime as a result of an extended hardware replacement, we will credit 5% of the recurring monthly fee for each 30 minutes of down time up to 100% of the monthly invoice fee.

2-Hour Data Recovery Guarantee: Circuit ID™ hereby guarantees that in the event the customer request data recovery from a backup service purchased as a part of this SLA’s order line items, such restore will start within 2-hours given the target device being ready to accept restoration. However, note that total recovery times may vary based on the size of data.

In the event of any downtime as a result of a recovery not being started within 2-Hours given the restore device being ready, we will credit 5% of the recurring monthly fee for each 30 minutes of down time up to 100% of the monthly invoice fee.

2.2 Calculation.

- To calculate Service Availability, Circuit ID™ uses a combination of methods, including analyzing logs from both Circuit ID™'s event monitoring system and the actual affected infrastructure components and matching these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than thirty-minutes in duration will not be included in the calculation of Service Availability.
- Circuit ID™ does not guarantee incoming and outgoing mail delivery time. As a result, a delay in incoming and outgoing mail delivery time – regardless of the cause – is not included in any calculation of Service Availability.
- Circuit ID™ does not guarantee call quality nor provide service credit for any call quality issues that may occur.
- Service credit will be calculated based on service impacted. For example, if toll free service is impacted, only the monthly recurring charges for the toll free number will count towards service credit. No credit will be issued for any service the toll free number is routing to or estimated toll free charges. Also, partial service credit will be issued for subscriptions containing more than one service. For example, if your plan includes email, phone and fax, and your phone service is interrupted, only the phone portion of your service will qualify for service availability credit at the sole discretion of Circuit ID™.
- Service credit will not be issued for free, demo, trial, beta and/or services included free as a part of your subscription. For example, the service interruption of IVR menus and Call Queues included free with your service will not qualify for Service Availability credit. Customers wishing to cover IVR menus and Call Queues in our 100% uptime SLA must pay the regular price for the service in order to qualify the service for Service Availability credit.
- Service credit will only be issued as account credit to be used to for purchased within the Circuit ID marketplace. Service credit cannot be withdrawn from the customer's account credit.

2.3 Service Availability Credit.

Subject to your valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Your Account for any calendar month falls below the level set forth above, Circuit ID™ will issue a credit ("Service Availability Credit").

If the subscription period for an affected Service is less than one calendar month, then the Service Availability Credit will be adjusted on a pro rata basis.

To request a Service Availability Credit, (a) Your Account must be in good standing with Circuit ID™, (b) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within 72 hours of the event, and (c) You must send an email or written Service Availability Credit request to the Billing Department at billing@circuitid.com in the month immediately following the month for which You are requesting a Service Availability Credit. Service Availability Credit requests must include Your Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits. Circuit ID™ will compare information provided by You to the data referenced in Section 2.2 above. A Service Availability Credit will be issued only if Circuit ID™ confirms from such data that a Service Availability Credit is available. Circuit ID™ will calculate the Service Availability Credit based on the type of particular Service for which Service Availability was below the prescribed level, the fees for the particular Service and the percentage of overall individual Service affected.

The limits and sole remedies regarding Service Availability Credits total credits under this SLA are set forth in Section 3 of this Service Level Agreement.

3. TOTAL CREDIT LIMITS; SOLE AND EXCLUSIVE REMEDIES.

3.1 Total Service Availability Credits.

The total Service Availability Credit due to You for any Account may not exceed 100% of the monthly fees charged to that Account during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than \$1.00 in which case the credit amount will be \$1.00. Only one Service Availability Credit is available in any given calendar month.

Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Service Availability Credit described in Section 2 of this Service Level Agreement will be Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by Circuit ID™ of the Agreement or this Service Level Agreement.

3.2 No Refund.

Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

4. TECHNICAL SUPPORT.

Circuit ID™ will use commercially reasonable efforts assist You, through Your authorized Account contacts, with setting up and configuring Your Account, having access to the Services and other issues related to the Services. Only Your authorized Account contacts may request information, changes or technical support pursuant to the Agreement. For more information, visit the technical support page of Circuit ID™'s administrative control panel. Circuit ID™'s technical support response time depends on the complexity of the inquiry and support request volume.

5. MANAGEMENT.

5.1 Account Management Tools.

Through Your authorized contacts, You may manage Your Account with Circuit ID™'s online management tools, the administrative control panel and end-user control panel. Circuit ID™ will not be required to perform for You any task that can be done through the control panels.

5.2 Custom Configuration.

Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at Circuit ID™'s sole discretion. Circuit ID™ does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

5.3 Additional Services.

For tasks that cannot be performed through the administrative control panel, You may request that Circuit ID™ perform professional services on a time and materials basis. The request will include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. Circuit ID™ may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. Any additional services will be performed at Circuit ID™'s standard published rates, provided that any emergency services that require commencement within 24 hours will be charged at 1.5x Circuit ID™'s standard published rate. Circuit ID™ will use commercially reasonable efforts to perform requested additional services. However, it does not guarantee any particular result from performance of additional services or make any representations or warranties regarding such additional services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result from performing tasks requested by You. Circuit ID™ may require a separate agreement for any of these additional services.

6. MAINTENANCE.

6.1 Scheduled Maintenance.

In order to maintain performance and security of the Services, Circuit ID™ performs scheduled maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to scheduled maintenance will not be included in the calculation of Service Availability. Circuit ID™ will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your use of the Services.

7.1 Emergency Maintenance.

Circuit ID™ may need to perform emergency maintenance, including security patch installation or hardware replacement. Circuit ID™ will not be able to provide You with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

7. STORAGE CAPACITY; DATA TRANSFER; SERVER RESOURCES.

Each Account is allotted storage capacity and data transfer amounts on Circuit ID™'s servers according to the Service and related options selected by You. This storage size and data transfer allotments can be increased through the administrative control panel for an additional charge up to the maximum amount allowed for the Service and related options. The servers may stop accepting, processing, or delivering Data, including email messages, when the purchased limit is reached thus causing a loss of Service Availability or Data loss. Circuit ID™ will not be responsible for such loss of Service Availability or Data losses, and such loss of Service Availability will be excluded from calculations for Service Availability.

8. CERTAIN LIMITATIONS.

8.1 Anti-Virus Checking.

Circuit ID™ uses commercially reasonable efforts to maintain third-party, anti-virus software. This software is configured to check all inbound messages sent between mailboxes on the server are not scanned. If a virus is detected or if a message attachment cannot be scanned (for example, when it is encrypted or corrupted), the message and its attachments may be permanently deleted. For Secure Mail product customers, encrypted messages will not be deleted except upon Your action to do so. Messages with attachments larger than 5MB are not scanned. Circuit ID™ advises You to use up-to-date, local anti-virus software. Circuit ID™ is not responsible for any damages to Your hardware, software or systems or for loss of Data due to viruses, including infection of end-user devices or lost or corrupted messages.

8.2 Anti-Spam Message Filter.

Circuit ID™ uses commercially reasonable efforts to maintain third-party anti-SPAM software on its servers. This software is configured to check all incoming messages according to the SPAM-detecting heuristics provided with the software. Circuit ID™ is not responsible for any damage, loss or inconvenience You suffer due to anti-SPAM filtering, including lost or corrupted messages. SPAM settings are also configurable by You, and Circuit ID™ is not responsible for any deleted messages or messages not received as a result of SPAM settings configured by You.

9. DATA RESTORATION FROM BACK-UP REQUEST.

Circuit ID™ conducts regularly scheduled backups related to the Services but does not guarantee their availability to You. Server backup scope and scheduling is at Circuit ID™'s sole discretion. Data restore requests initiated by You may be initiated through the administrative control panel as an extended service request, subject to availability of the relevant Data. **CIRCUIT ID™ DOES NOT**

MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY. WE STRONGLY URGE OUR CUSTOMERS TO BACK-UP THEIR ACCOUNT DATA (INCLUDING ALL MAILBOX AND PUBLIC FOLDER DATA) THEMSELVES OR TO ARRANGE FOR THIRD-PARTY BACKUP SERVICES.

10. DATA RETENTION.

Circuit ID™ will not be responsible for retaining any of Your Data after termination of Your Account. Your Data may be deleted promptly after Your Account is terminated and from backups during scheduled backup rotation. Circuit ID™ will not restore, provide on any storage media or send out any Data pertaining to terminated Accounts, unless specifically noted in a customized service agreement. **It is Your responsibility to back-up and migrate Your Data prior to termination of Your Account or any other action which can lead to deletion of any of Your Data from the Services. For more information on collection, retention and use of customer information, refer to Circuit ID™'s Privacy Policy.**

Circuit ID™ does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. You are encouraged to discuss any technical and compatibility issues with our technical support personnel.