

Cloud Services Level Agreement (“SLA”)

This Cloud Services Level Agreement is subject to the Master Subscription License Agreement (the “Agreement”) by and between PoliteMail and Customer and this Cloud Services Level Agreement sets forth the terms of the Service Level Agreement (“SLA”) which PoliteMail will provide to Customer for the Software subscribed to under the Agreement and made available during the Subscription Term. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

Cloud Service Level Availability.

PoliteMail will provide the Cloud Services on a 24 x 7 x 365 basis with an uptime guarantee of **99.95%**, excluding up to one hundred and twenty (120) minutes per month, wherein the applicable PoliteMail Servers may be updated, restarted, or otherwise maintained, occurring between 12 a.m. and 6 a.m. on any day of a week (Customer’s Time Zone) (“Maintenance Window”).

Any non-scheduled or emergency maintenance which impacts the Cloud Services will be communicated to Customer promptly after identification by PoliteMail or with as much advance notification as possible.

The uptime guarantee does not apply during down time (i) caused by outages to any public Internet backbones, networks or servers, (ii) caused by any failures of Customer’s equipment, systems or its local Internet access services, (iii) for previously scheduled or notified maintenance conducted by PoliteMail under this SLA, or (iv) relating to events beyond PoliteMail’s reasonable control, such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where PoliteMail Cloud Services are hosted.

Remedies

(a) Cloud Service Availability Level Credits. If PoliteMail fails to meet the applicable levels of Cloud Service as defined above herein, Customer will be entitled to the credits as follows:

Service Availability	Credit (against monthly portion of the fee for the affected Cloud Service)
99.95% or greater	0%
less than 99.95%	Three (3) times multiplied by the monthly percentage of downtime less than 99.95% (e.g. if a given monthly availability were 98.95%, the credit would be 3%, equaling to 3 times of 1%, as difference from 99.95%), up to a maximum of 50% credit.

(b) Sole and Exclusive Remedies. The foregoing remedy represents Customer’s sole and exclusive remedy for breach of the SLA and no other remedy is available to Customer therefor.

(c) Escalation. If Customer feels the need to escalate an issue for any reason, the Account Executive, Relationship Manager and/or Service Manager identified in the Order will be available for escalation and resolution assistance.