



GLOBAL INTELLISYSTEMS

SERVICE LEVEL AGREEMENT (SLA)

Global IntelliSystems LLC agrees to the following terms:

A. **Network Availability.** GIS/Global guarantees 99.999% network uptime with at least 99.99% sustained packet throughput. Network availability is the ability of a client to access the GIS/Global backbone network. A Service Outage shall be defined as packet loss in excess of 20% for fifteen (15) consecutive minutes.

B. **Maintenance.** GIS/Global will use its best efforts to notify Customer at least 24 hours in advance of routine, required system maintenance and upgrades that are conducted on a scheduled periodic basis ("Scheduled Downtime"). Customer is solely responsible for providing GIS/Global accurate and current contact information for Customer's designated points of contact. Scheduled downtime, outages caused by Customer's applications, equipment, or facilities, acts or omissions of Customer, or any use or user of the service authorized by Customer, outages caused by failures in Telco circuits, and outages resulting from Force Majeure (all of which are outside the control of GIS/Global) are not considered to be Service Outages under this SLA.

C. **Service Credits.** Customer must report a Service Outage to GIS/Global Customer Support within 48 hours of the event. If Customer Support confirms the event as an outage, then the Customer may request a pro-rated credit as detailed below. The total of any credits granted for any 24-hour period may not exceed one full day's pro-rated charges. Credits will be made in the form of credits to Customer account toward future service, not cash payments. The total GIS/Global liability is expressly capped at the total amount of fees paid to GIS/Global.

For each cumulative hour (or fraction thereof) of Service Outage in any calendar month, at Customer's request Customer's account may be credited for the pro-rated charges for one hour of the GIS/Global Monthly service fee. Pro-rated hourly credits are limited to one full hour credit per 24-hour service period, up to an aggregate maximum of ten (10) hours credit per calendar month. To receive credit for a Service Outage, Customer must have reported the Service Outage event within 48 hours of occurrence. Customer must request SLA credit within 30 days from the date of the Service Outage. Customer's request for SLA credit is subject to review and verification by GIS/Global. Upon approval, a credit will be issued against Customer's account, for application against Customer's next outstanding invoice for Service. GIS/Global reserves the right to modify the terms of this SLA at any time.

D. Refunds for service outages do not apply for messages being rejected due to recipient mail gateways that score your mail as junk, bulk, or rejected due to a problem with HTML or text language, style, or URL's in your document that have reputation issues. You accept responsibility for designing your text, HTML, or multipart message to adhere to industry standards.

E. Situations when this SLA does not apply: We have been asked this obvious question too many times so we will clearly outline when the SLA does not apply. Acts of God or other catastrophic situations are not covered, including but not limited to (1) A supervolcano erupting in the United States and causing massive casualties or nationwide property damage, (2) Earthquakes which cause significant death and destruction in an area where our data centers or staff are located at the time of the earthquake, (3) Meteor strikes which threaten to destroy civilization in its entirety, (4) Catastrophic solar or planetary events which threaten to destroy every living being on earth are not covered in this SLA.

In other words, we will do our very best to protect your data AT ALL TIMES but should an event so significant to threaten the existence of every human being on this planet – we can not guarantee the safety or survivability of your data. If you need absolutely safe backups of your data, we suggest making copies of your files and shipping it to at least six different countries in underground vaults. That is considered N+6 redundancy which is the highest you can achieve according to theory. However if a meteor the size of a small city strikes the earth, N+6 will be ineffective.

F. Severable provisions. The provisions of this Agreement are severable and the invalidity of any one or more provision shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement is unenforceable in whole or in part because of the duration or scope thereof, the parties hereto agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and fully enforceable.

G. Assignment and transfer. This Agreement shall not be terminated by the merger or consolidation of Global with any corporate or other entity or by the transfer of all or substantially all of the assets of Global to any other person, corporation, firm, or entity.

H. Governing Law and waiver of trial. This Agreement shall be construed under and enforced in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles. Both Global and you agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to its breach, shall be resolved by a judge alone, and both parties hereby waive and forever renounce the right to jury trial. This agreement may not be revised unless agreed to by both parties.

This is the entire scope of our Service Level Agreement.

BY GLOBAL INTELLISYSTEMS.....

CEO for Global IntelliSystems