

Apptix - Service Level Agreement

Effective Date: April 1, 2009; Updated January 1, 2014

Introduction. Apptix, Inc. ("Apptix") strives to offer you ("Customer") unparalleled service, including the availability of its **Hosted Microsoft Exchange connected via an Outlook client, Outlook Web App/Access, or a mobile device of your choosing, Microsoft SharePoint, BlackBerry Enterprise Server, ActiveSync, Good Mobile, Archiving, Advanced Anti-Spam & Virus Protection, Web Conferencing, Secure IM, Shared Website, & Online Backup** services (the "Hosted Services"). By this Service Level Agreement ("SLA"), Apptix guarantees to Customer that its Hosted Services will be available 99.99% of the time during any calendar month, subject to the terms and as set forth in this SLA (the "Uptime Guarantee").

Covered Services. Apptix provides the Uptime Guarantee in this SLA for its Hosted Services, calculated on a monthly basis, provided Customer (i) is in good standing with Apptix (i.e., is not delinquent in payments, and has not otherwise breached any of its obligations to Apptix), and (ii) requests the Hosted Service Credit (as defined below) from Apptix for its noncompliance with the Uptime Guarantee in writing within 30 days of the end of the month in which such noncompliance occurred.

Exclusions. Downtime caused by any of the events noted below will be excluded from the Hosted Service availability calculations ("Excused Outages"):

(i) Customer environment issues affecting connectivity or interfering with the Hosted Services, including without limitation, Customer's connection to the Internet (i.e., problems with the Customer's Internet Service Provider, modem, cable, DSL or dial-up connection, cellular phone connection, Wi-Fi or mobile hotspot, or other Customer Internet connectivity issues) or any other Customer software or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;

(ii) third party attacks, including without limitation, hacks, intrusions, distributed denial-of-service attacks or any other third party actions intended to cause harm to or disrupt the Hosted Services, the Apptix Website or Apptix's or its partners' servers(including without limitation, ecommerce software, payment gateways, chat services or third party archiving services);

(iii) verified bugs of any third party software used in conjunction with the Hosted Services (including Microsoft software) hardware failure and failure of third party professional services;

(iv) force majeure events, including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other similar cause beyond the reasonable control of Aptix;

(v) issues related to third party domain name system (DNS) errors or failures;

(vi) scheduled maintenance of the Hosted Services, conducted on a regular basis, of which Aptix will give Customer a minimum of 24hrs advanced notice by email or notification posted to the Aptix Control Panel; and

(vii) emergency maintenance of the Hosted Services, not to exceed 4 hours in any month, for which Customer may not receive advanced notice.

Non Compliance. In the event Aptix fails to meet the Uptime Guarantee regarding one or more of its Hosted Services (the "Affected Service(s)"), as verified by Aptix based on its monitoring logs (a "Service Outage"), Customer will be entitled to a credit for future Hosted Services of the same type as the Affected Services ("Hosted Service Credits").

Hosted Service Credit Calculation. For each full 1% of downtime, of verified Service Outage in any calendar month (based on a 30-day month calculation), excluding downtime caused by an Excused Outage (an "Outage Unit"), Customer will receive a Hosted Service Credit equal to 5% of the monthly subscription fees paid by the Customer for the users impacted by the Affected Service. Should a Service Outage span more than one month, the calculation of Hosted Service Credits starts over at the beginning of each month.

Hosted Service Credits Payment. Hosted Service Credits will be issued in the form of a credit towards Customer's next invoice, unless the affected month is Customer's last month of subscription to the Affected Services, in which case the dollar value of the Hosted Service Credits, as calculated herein, will be issued to Customer by Aptix within 60 calendar days from the end of the Customer's last month of subscription to the Hosted Services.

Total Credit Limits. Hosted Service Credits will apply only to a Customer's users directly affected by a Service Outage, and Hosted Service Credits may not exceed 100% of the total subscription fees of the Affected Services, excluding applicable taxes. Hosted Service Credits will not be issued for any fraction of an Outage Unit and will not accrue or carry over from month to month. Notwithstanding anything set forth in this SLA, the Hosting Service Credit described herein shall be the sole and exclusive remedy of the Customer in connection with any outages, unavailability or breach by Aptix of this SLA.