

VBrick Cloud Subscription  
Service Availability SLA

During the term of any Order for Cloud Subscription Service, VBrick shall provide 24 hours, 7 days a week access to the Cloud Subscription Service with a 99.9% uptime availability of the VBrick System, excluding Maintenance Windows, as set forth below. The VBrick System will be considered “Available” if an end user can login and access its major functionality.

In order to maintain and upgrade the Cloud Subscription Service, VBrick requires maintenance windows (“Maintenance Windows”), with applicable notifications, as follows:

(a) Regularly Schedule Maintenance Windows:

Data Hosting Location	Regularly Schedule Maintenance Windows
North America	0100 UTC Sundays, for a maximum of 4 hours following 5-business day’s prior notification.
Europe	2100 UTC Saturdays, for a maximum of 4 hours following 5-business day’s prior notification.
Asia and Australia	1700 UTC Wednesdays for a maximum of 4 hours following 5-business day’s prior notification.

- (b) Emergency Maintenance Window: For emergency maintenance windows, VBrick will provide advanced notification wherever possible and consistent with the nature of the emergency encountered. For example, if the VBrick System is experiencing a major system failure, VBrick would open an emergency maintenance window immediately, with less urgent but non-emergency activities being deferred to the earliest possible Regularly Schedule Maintenance Window.

“Unscheduled Service Outage” shall mean periods wherein the VBrick System is not Available which occur outside Maintenance Windows. Periods during which the VBrick System is not Available shall not be deemed Unscheduled Service Outages hereunder if attributable to circumstances or causes beyond the control of VBrick, including without limitation:

- 1) errors other than ones in the Cloud Subscription Service or the data center on which this Cloud Subscription Service is hosted,
- 2) errors in connectivity to such data center(s) as a result of unavailability of Customer provided applications, equipment, hardware, or telephony, or other connectivity or access elements outside the control of VBrick,
- 3) the acts or omissions of Customer, its employees, contractors or agents, including without limitation errors in configuration by Customer, use of incompatible hardware by Customer, and use of unsupported versions of software by Customer,
- 4) the failure or malfunction of equipment, applications or systems not owned or controlled by VBrick, and
- 5) instances of Force Majeure.

Customer shall be entitled to a service level credit in the event the cumulative amount of Unscheduled Service Outage time experienced by Customer in a given full month during the Term of an Order for Cloud Subscription Service exceeds 0.1% of that month’s “Expected Uptime”, which is defined as the total of the amount of time in such month less the Maintenance Windows for such month. This credit shall be calculated as follows:

<b>Credit Calculation Table</b>	
<b>% of Expected Uptime in which the Cloud Subscription Service was Available* for applicable month</b>	<b>Credit Amount in % of Cloud Subscription Service Fee for applicable month</b>
<b>99.90% or more</b>	<b>0%</b>
<b>98% - 99.89%</b>	<b>5%</b>
<b>95% - 97.99%</b>	<b>10%</b>
<b>91% - 94.99%</b>	<b>15%</b>
<b>85% - 90.99%</b>	<b>20%</b>
<b>Below 85%</b>	<b>25%</b>

\* - Percentages rounded to nearest .01%.

This credit shall be Customer's sole and exclusive remedy and VBrick's sole and exclusive liability for the Unscheduled Service Outages in such month.

Such credit shall be provided only if and after (i) Customer logged the applicable Unscheduled Service Outage(s) with the VBrick Helpdesk at the time of such outages in accordance with the applicable support plan, and (ii) Customer has requested such credit in a detailed written request within ten (10) days from the end of the applicable month. VBrick will then investigate the Unscheduled Service Outage(s) reported by Customer and then provide the Customer with its findings (and supporting data upon request) and any applicable credit. Any credit provided hereunder shall be issued on the next invoice following the undisputed request for such credit.

Customer agrees that a failure to meet the service levels by VBrick as set forth herein shall not constitute a breach of the agreement and Customer's sole and exclusive remedy for any such failure is limited to the credit amount set forth above.

**THE FOREGOING CONSTITUTES CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND VBRICK'S ENTIRE LIABILITY, FOR ANY SERVICE OUTAGE.**