



groupSPARK Reseller Program

Terms and Conditions

Attachment B

groupSPARK Service Level Agreement

This Service Level Agreement (SLA) applies to information technology services available through authorized groupSPARK Resellers.

All capitalized terms used in this SLA have the meanings ascribed to them in the groupSPARK Reseller Program Terms and conditions or are defined herein.

A. Maintenance. Provider typically schedules maintenance to upgrade and update the systems it uses to provide Services through the groupSPARK Reseller Program between 11 p.m. – 7 a.m. EST. Provider may conduct unscheduled maintenance at other times. Provider may, but shall have no obligation to notify Reseller of maintenance activity. As used in this SLA, “Maintenance” means scheduled and unscheduled maintenance.

B. Technical Support Availability. Provider provides 24/7/365 technical support for its Services for each Reseller as specified in that Reseller’s program and subject to its compliance with the groupSPARK Reseller Program Terms and Conditions.

C. Service Availability Commitment

1. Definitions. As used herein:

(a) “Exceptions” mean any one or more of the following:

- i. Any event or circumstance beyond Provider’s reasonable control, including End-User Customer’s failure to cooperate with its authorized groupSPARK Reseller or Provider as either may reasonably request, unavailability or interruption of internet access, utilities or other services provided to Reseller or End-User Customer by vendors or service providers unaffiliated with Provider, failures of software, including, without limitation, system management, anti-virus and backup software;
- ii. Hardware failures, unless caused solely by Provider;
- iii. Failure of one or more circuits that Reseller or End-User Customer uses to access Provider's systems, unless caused solely by Provider;
- iv. DNS (Domain Name System) issues, unless caused solely by Provider;
- v. Issues with Reseller’s or End-User Customer’s Internet access, unless caused solely by Provider;
- vi. Acts or omissions of Reseller or End-User Customer, or any person or entity acting on their behalf;

- vii. Use of any one or more Provider services in a manner that does not comply with the groupSPARK End User Terms of Service or applicable law;
- viii. DNS Propagation;
- ix. Internet outages; and
- x. Browser or DNS caching issues, unless caused solely by of Provider.

(b) "Monthly Service Availability Percentage" means the product obtained by multiplying: (i) the fraction in which the number of hours of Service Availability Provider provided to End-User Customer in a calendar month is the numerator and the total number of hours in that month, less the number of hours required to perform Maintenance is the denominator; and (ii) 100, that is:

$$\frac{\text{Hours of End-User Customer Service Availability in a Month}}{\text{Total Hours in that Month} - \text{Maintenance Hours}} \times 100; \text{ and}$$

c) "Service Availability" means that a Reseller's End-User Customer's authorized end users have access to their existing e-mail messages from their account and are able to send and receive email using the End-User Customer's MS Exchange account.

2. Monthly Service Availability Commitment. Subject to the terms and conditions of this SLA, Provider shall provide Provider's hosted email service to End-User Customers with a Monthly Service Availability Percentage of 99.999%. Provider's determination as to whether the Monthly Service Availability Percentage was achieved will be final in all cases.

3. Credit for Failure to Meet the Monthly Service Availability Commitment. Except where Provider's failure to meet the Monthly Service Availability Commitment was caused by one or more Exceptions, Provider shall, upon Reseller's request made using the procedure specified in this SLA, credit Reseller's account, at the rate of 1/720 of the monthly fee for each service impacted by the missed availability commitment, for each hour during which Provider failed to meet the Monthly Service Availability Commitment, not to exceed the total fee due from Reseller in that month for each of the impacted services (the "Missed Service Availability Credit"). The Missed Service Availability Credit may be applied solely to Reseller's monthly recurring service fees for Services provided to its End-User Customers for the services impacted and may not be used to reduce the amount of taxes applicable to those services.

The Missed Service Availability Credit is Reseller's sole and exclusive remedy with respect to any suspension or interruption of services provided by Provider.

Credit Request Procedure. Reseller must request credits under this SLA by email addressed to billing@groupSPARK.com, referring to Reseller's account and specifying the basis for the request, including the duration of the service issue and Reseller's representation that to its knowledge, no Exception caused the service issue.

Provider shall apply credit to each Reseller's account, solely to the extent it determines, in its reasonable

judgment, that Reseller is entitled to them, within two billing cycles after Provider receives that Reseller's credit request. Except when reseller's participation in the groupSPARK Reseller Program has terminated, credits provided under this SLA can be used only towards future billing charges and will not be paid directly to Reseller.