SERVICE LEVEL AGREEMENT

Intermedia AppID

This Service Level Agreement ("SLA") governs the use of the Intermedia AppID ("AppID") service under the terms of the Master Service Agreement (the "Agreement"), including the AppID-specific "Schedule For Intermedia AppID" (the "Schedule"), between Intermedia.Net, Inc. ("Intermedia") and You and is incorporated into the Agreement by reference. This SLA applies separately to each of Your Accounts. Intermedia may update, amend, modify or supplement this SLA from time to time. The terms and conditions of this Schedule are applicable to the Intermedia AppID service only, and "**Service**" or "**Services**" as used in this Schedule refers only to the Intermedia AppID service.

Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Schedule. In the event of any conflict between this SLA and the Schedule, the Schedule will govern.

1.   SERVICE.

Intermedia will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Your Account.

2.   SERVICE AVAILABILITY.

2.1 Availability.

Intermedia will provide at least 99.999% Service Availability, measured on a per calendar-month basis. "**Service Availability**" is defined as the ability of a User under Your Account, which must be active and enabled, to access the AppID service through at least one of the following interfaces: (a) AppID browser extension, (b) AppID web interface, or (c) AppID mobile application.

2.2 Calculation.

(a)   Method. To calculate Service Availability, Intermedia uses a combination of methods, including analyzing logs from both Intermedia's event monitoring system and the actual affected infrastructure components and matching these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five minutes in duration will not be included in the calculation of Service Availability.

(b)   Exclusions. Loss of Service Availability caused by (i) issues beyond Intermedia's reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, SYN attacks, and other events or any other Force Majeure Event, or (ii) other issues addressed in this SLA, will be excluded from Service Availability Credit calculations, as set forth in Section 2.3.

(c)   Maintenance. Maintenance, as set forth in Section 7 of this SLA shall be excluded from Service Availability Credit calculations.

2.3 Service Availability Credit.

(a)   Credits. Subject to Your valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Your Account for any calendar month is below 99.999%, Intermedia will issue a credit ("**Service Availability Credit**") in accordance with the following schedule:

Service Availability	Amount of the refund as a percentage of monthly fee for affected Service
99.0% to 99.999%	3% of monthly fee credited
98.0% to 98.99%	5% of monthly fee credited
95.0% to 97.99%	10% of monthly fee credited
90.0% to 94.9%	25% of monthly fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

Service Availability Credits for partial calendar months of Your subscription for Your Account will be adjusted on a pro rata basis.

(b)   Requests for Credits. To request a Service Availability Credit, (i) Your Account must be in good standing with Intermedia, (ii) You must open a technical support ticket in the administrative control panel reporting an apparent Service interruption within 72 hours of the event, and (iii) You must send an email or written Service Availability Credit request to the Billing Department at billing@intermedia.net in the month immediately following the month for which You are requesting a Service Availability Credit. Service Availability Credit requests must include Your Account name or Account number and the dates and specific times for which You are requesting Service Availability Credits.

Intermedia will compare information provided by You to the data referenced in Section 2.2 above. A Service Availability Credit will be issued only if Intermedia confirms, in Intermedia's sole discretion, from such data that a Service Availability Credit is available.

(c)   Calculation of Credits. Intermedia will calculate the Service Availability Credit based on the fees for the Service and the percentage of overall individual AppID user accounts adversely affected. For example, if the Service Availability Credit pertains to the Service Availability of two AppID user accounts out of 200 AppID user accounts purchased, the Service Availability Credit would be calculated as 1% x the monthly fee for all of Your AppID user accounts x the % of monthly fee credited (as set forth above).

(d)   Total Credits; Sole Remedy. The limits regarding total Service Availability Credits available under this SLA are set forth in Section 4 of this SLA.

3.   APPID DATA RECOVERY CREDIT.

3.1 Backups.

Intermedia does not (a) maintain historical backup copies for the purpose of point in time Data recovery or (b) guarantee that backups will be made.

3.2 Data Recovery.

If Your AppID Data (a) becomes corrupted in Your Intermedia-hosted AppID account, due to an act or failure to act by Intermedia; or (b) is lost due to a direct failure of the relevant Intermedia hardware or datacenter where Your AppID Data is hosted (each, an "**Event**"), and Intermedia fails to restore Your AppID Data to the last available good state, as determined by Intermedia, in its sole discretion within five (5) business days of Your initial submission of a Technical Support Ticket in the administrative control panel reporting AppID Data loss, Intermedia will issue a credit ("**Recovery Credit**") for the corresponding amount stated in the table:

Amount of AppID Data that Intermedia was not able to restore	Recovery Credit
Less than 24 hours of AppID Data	25% of monthly fee
24 hours to 48 hours of AppID Data	50% of monthly fee
More than 48 hours of AppID Data	100% of monthly fee

To request a Recovery Credit, (a) Your Account must be in good standing with Intermedia, (b) You must open a technical support ticket in the administrative control panel reporting AppID Data loss within 72 hours of the Event, and (c) You must send an email or written Recovery Credit request to the billing department at billing@intermedia.net in the month immediately following the month for which You are requesting a Recovery Credit. Recovery Credit requests must identify the name associated with Your Account (such as Your legal corporate name) or Your Account number and the dates and specific periods of lost or corrupted AppID Data for which You are requesting the Recovery Credit.

A Recovery Credit is issued only if Intermedia confirms an AppID Data loss warranting the Recovery Credit, as set forth above.   If Intermedia is unable to restore the relevant AppID Data within five (5) business days of Intermedia's determination that Recovery Credit request is valid, You will receive a monthly fee credit of 100%.

The limits regarding total Recovery Credits under this SLA are set forth in Section 4 of this SLA.

4.   TOTAL CREDIT LIMITS; SOLE AND EXCLUSIVE REMEDIES.

4.1   Total Service Availability Credits. The total Service Availability Credit due to You for any Account may not exceed 50% of the monthly fees charged to that Account during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than $1.00 in which case the credit amount will be $1.00. Only one Service Availability Credit is available in any given calendar month. Notwithstanding anything set forth in the Agreement or this SLA, Service Availability Credits are the sole remedy available to You under this SLA and the Agreement for Intermedia's failure to reach the Service Availability levels or otherwise make the Services available.

4.2   Total Recovery Credits. The total Recovery Credit due to You for any Account may not exceed 100% of the monthly fees charged to that Account during the month for which the Recovery Credit is to be issued. Only one Recovery Credit is available in any given month. Notwithstanding anything set forth in the Agreement or this SLA, Recovery Credits are the sole remedy available to You for Intermedia's loss of or corruption of AppID Data or failure to restore AppID Data under this SLA and the Agreement.

4.3   Total Credit Limit. The total credits that You may be issued with respect to any calendar month, including the aggregate of Service Availability Credits and Recovery Credits, will not exceed 150% of the monthly fees charged to the Account during the month for which all such credits are issued.

4.4   No Refunds. Credits are applicable only toward future fees for use of the Service and are not convertible into cash or any type of refund, and expire upon any termination of the Service.

5.   TECHNICAL SUPPORT.

Intermedia will use commercially reasonable efforts to assist You, through Your authorized Account contacts, with initial set up and configuration of Your Account, issues relating to Your ability to access the Services and troubleshooting other issues related to Intermedia's delivery of the Services. Only Your authorized Account contacts may request information, changes or technical support pursuant to the Agreement. For more information, visit the technical support page of Intermedia's administrative control panel. Intermedia's technical support response time depends on the complexity of the inquiry and support request volume.

6.   MANAGEMENT.

6.1   Account Management Tools. Through Your authorized contacts, You may manage Your Account with Intermedia's online management tools, the administrative control panel and end-user control panel. Intermedia will not be required to perform for You any task that can be done through the control panels.

6.2   Custom Configuration. Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at Intermedia's sole discretion. Intermedia does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

6.3   Additional Services. For tasks that cannot be performed through the administrative control panel, You may request that Intermedia perform professional services on a time and materials basis. The request will include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. Intermedia may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. Any additional services will be performed at Intermedia's standard published rates, provided that any emergency services that require commencement within 24 hours will be charged at 1.5x Intermedia's standard published rate. Intermedia will use commercially reasonable efforts to perform requested additional services. However, it does not guarantee any particular result from performance of additional services or make any representations or warranties regarding such additional services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result from performing tasks requested by You. Intermedia may require a separate agreement for any of these additional services.

7.   MAINTENANCE.

7.1   Scheduled Maintenance. In order to maintain performance and security of the Services, Intermedia performs scheduled maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to scheduled maintenance will not be included in the calculation of Service Availability. Intermedia will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your use of the Services.

7.2　Emergency Maintenance. In certain circumstances, Intermedia may need to perform emergency maintenance, including in the event of a security event, or for security patch installation or hardware replacement. Intermedia will not be able to provide You with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability. The determination that an event is an emergency will be made at Intermedia's sole discretion.

8.　DATA RESTORATION FROM BACKUP REQUEST.

Intermedia conducts regularly scheduled backups related to the Services but does not guarantee their availability to You. Server backup scope and scheduling is at Intermedia's sole discretion. Data restore requests initiated by You may be initiated through the administrative control panel as an extended service request, subject to availability of the relevant Data. INTERMEDIA DOES NOT MAINTAIN HISTORICAL BACKUP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY. YOU ARE STRONGLY URGED TO BACKUP YOUR DATA ON YOUR OWN OR TO ARRANGE FOR THIRD-PARTY BACKUP SERVICES, BUT NOTE THAT INTERMEDIA CANNOT PROVIDE PASSWORDS STORED WITHIN APPID.

9.　DATA RETENTION.

Intermedia will not be responsible for retaining any of Your Data after termination of Your Account. Your Data may be deleted promptly after Your Account is terminated and from backups during scheduled backup rotation. Intermedia will not restore, provide on any storage media or send out any Data pertaining to terminated Accounts, unless specifically noted in a customized service agreement. It is Your responsibility to backup and migrate Your Data prior to termination of Your Account or any other action which can lead to deletion of any of Your Data from the Services. For more information on collection, retention and use of customer information, please refer to Intermedia's Privacy Policy.

Intermedia does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. You are encouraged to discuss any technical and compatibility issues with Intermedia's technical support personnel.