

iLab Solutions Support Service Document

Information about iLab's Support Services

December 12, 2011

iLab Service Delivery Guidelines

a) Definitions

(i) "Scheduled Maintenance" means occasional maintenance to add resources, upgrade software, install security patches, etc., to the iLab Solutions System. (ii) "Scheduled Service Uptime" means the total minutes in a year less the time for Scheduled Maintenance. (iii) "System Availability" means the ability of the iLab Solutions System to answer user requests successfully.

b) System Availability

iLab Solutions shall use commercially reasonable efforts to provide at least 99.9% System Availability in any given year (excluding those periods in which iLab Solutions is performing Scheduled Maintenance).

c) System Availability Monitoring

iLab Solutions or its partners check for the System Availability no less frequently than every 5 minutes. If the system is not available for 3 consecutive checks, or if iLab Solutions or its partners becomes aware that user-initiated requests are unsuccessful, iLab Solutions will escalate problem resolution.

d) Calculation of Service Credits and Payment Procedures

iLab Solutions shall use commercially reasonable efforts to monitor System Availability to determine on an annual basis if Customer is entitled to a Service Credit. Furthermore, if Customer believes that it is entitled to a Service Credit, Customer may submit a credit request by sending an e-mail to iLab Solutions. If iLab Solutions determines that Customer is entitled to a Service Credit, then iLab Solutions will issue the Service Credit to Customer on the next subscription payment due.

e) Service Credit Exclusions

The System Availability service level does not apply to and no Service Credits are available to Customer as a result of any unavailability, suspension or termination of a Service (i) caused by factors outside iLab Solution's reasonable control, including any force majeure event, (ii) that result from actions or inactions of Customer of any third party, or (iii) that result from other non-iLab Solutions equipment, software or technology, (iv) Scheduled Maintenance, or (v) that result from a Service suspension or termination of Customer's right to use the Service in accordance with the terms of this Agreement.

f) Scheduled Maintenance

Scheduled Maintenance typically occurs during the periods of lowest anticipated system usage, currently between 12:00am and 8:00am Eastern U.S. Time Saturday and Sunday. During Scheduled Maintenance, certain components of the iLab Service may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels, while maintenance is performed. iLab Solutions will use commercially reasonable efforts to notify Customer via website postings of Scheduled Maintenance at least 24 hours in advance.

Table A – Service Credits			
Service Level Name	Calculation	Annual Minimum Service Level	Service Credit
System Availability	<p>Annual System Availability equals the difference of Scheduled Service Uptime minus unscheduled service downtime divided by Scheduled Service Uptime for that year.</p> <p>Example: In a 365 day year, if there were 1,440 minutes of Scheduled Downtime and 1,000 minutes of unscheduled downtime then the System Availability for that year would be 99.809% [calculated as follows: $\frac{(525,600 - 1,440 - 1,000)}{(525,600 - 1,440)} = 99.809\%$]</p>	The service level for annual System Availability is 99.9%	<p>If System Availability for a year is less than 99.9%, Customer shall be entitled to a Service Credit equivalent to the amount of unscheduled service downtime in excess of 0.1%, divided by the amount of Scheduled Service Uptime for that year, and multiplied by the portion of the total recurring fee for that year for the affected Services payable by Customer. The maximum cumulative credit for any and all applicable Service Credits in a year is 100% of the portion of the total recurring fee for that year for the affected Services payable by Customer.</p>

g) Service Uptime

Service uptime is defined as when the system is available for the Customer to login and access their accounts from any browser, assuming the customer has a working computer with a working high speed Internet connection. System downtime is defined as when the Customer is unable to access and login to their accounts because of a problem with the system.