



The Service Level Agreement ("SLA") describes performance and security components regarding the service provided by GeniSys Global Networks. This Service Level Agreement (SLA) applies to you (the "Customer") if you have ordered any of the hosting services from GeniSys Global Networks (the "Service(s)) and your account is current with GeniSys Global Networks.

This SLA is governed by the GeniSys Global Networks End User Agreements and complemented by GeniSys Global Networks' Privacy Policy, which are designed to protect the privacy, security and best interests of GeniSys Global Networks' customers. We agree to abide by the terms of this SLA, and require our customers to do likewise. GeniSys Global Networks shall use its best effort to provide continuous and consistent service with respect to this SLA. GeniSys Global Networks reserves the right to add, subtract or amend the terms of this agreement at any time upon thirty (30) days' notice. Such notice shall be given to the company administrator via e-mail and be reflected in the SLA posted on www.genisysglobal.com.

Network Access and File Security

This section describes how GeniSys Global Networks protects the hosted services against unauthorized network access and the related security measures GeniSys Global Networks takes to protect its customers

- GeniSys Global Networks supports 128-bit and higher encryptions via SSL Certificates and/or VPN tunnels.
- GeniSys Global Networks uses a redundant architecture and/or enterprise level servers provided by Hewlett-Packard.
- GeniSys Global Networks configures each server with a switched one thousand (1000) Mbps Fast (or 1 GB) Ethernet connection. GeniSys Global Networks connects to multiple Internet redundant backbones through a dedicated and redundant fiber sonnet ring, one hop from the main fiber backbone with unlimited bandwidth possibilities.

Customer Responsibilities:

- Customers (or their agents) are responsible for properly maintaining the functional operation of all workstation equipment including, updates, patches, and supported software operating system configurations.
- Prior to alleging any connectivity problems, the customer will verify that they are able to reach major sites such as www.bing.com or www.microsoft.com.
- Customer is responsible for configuration of their Internet connection and firewall to allow the ports necessary to be used.

Data Security

This section describes the significant measures GeniSys Global Networks takes to protect customer information and contains important requirements for customers to follow to further enhance data security:

All customer data is located on secure servers or directories that require access authentication.

- GeniSys Global Networks uses redundant SPAM filter appliances on its front-end SMTP servers which are utilized for the Exchange service. This software is configured to check all messages coming into and leaving the Exchange server for viruses according to the virus-detecting heuristics provided with the software. As a part of the Anti-virus software service, these heuristics are updated up to twice a day. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message.
- GeniSys Global Networks employs high level RAID techniques to ensure the integrity of the data on its servers.



- All customer data is backed up to redundant hard disks using a variety of Continuous Data Protection (CDP) appliances and backup software. GeniSys Global Networks performs full backups on a weekly basis and incremental backups daily. Deleted data is stored in a retention period of 14 days. Data can be archived per customer request for an extra charge.
NOTE: Nightly and weekly backups are performed for disaster recovery purposes only.
- GeniSys Global Networks is not responsible for data loss resulting from the failure or loss of the data storage or backup media. GeniSys Global Networks monitors all backup jobs daily.

Customer Responsibilities:

The following customer requirements enhance data security:

- Customers must use discretion granting administrator privileges.
- Users must not share their login identifier or password.
- We recommend that users change their passwords at least every sixty (60) days.
- Users must select passwords that are six (6) characters or longer and should include a combination of upper and lower case with mixed alpha and numeric text.
- GeniSys Global Networks advises customers to use up-to-date, local anti-virus software. GeniSys Global Networks is not responsible for infection of end-user devices, corrupted data files or lost or corrupted messages due to anti-virus software running on the Exchange server. GeniSys Global Networks can provide Microsoft ForeFront Client Security for local workstations and server for an extra cost.

Service Availability

Coverage – Definitions

As used herein, the term "Service Availability" means the percentage of a particular month (based on 24-hour days and an assumed 30-day month) that access to GeniSys Global Networks' data center network, shared hosted applications, fully-managed, fully-monitored customer servers and customer's data is available.

Guarantee

GeniSys Global Networks will use commercial best efforts to provide customers with 99.9% service availability relating to its hosting.

Service Availability is calculated by the number of hours the service is available to customers plus the total number of hours, if any, the service is scheduled to be unavailable, divided by the total number of hours in that month.

- 99.9% Service uptime guaranteed – measured monthly
- 99.8% - 95.0% Service uptime – 5% discount on monthly rate
- 95.0% - 90.00% Service uptime – 10% discount on monthly rate
- 90.0% - 75.0% Service uptime – 75% discount on monthly rate
- Less than 75.0% Service uptime – 100% discount on monthly rate

Exceptions

- Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:
- Circumstances beyond GeniSys Global Networks' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- Failure of access circuits to the GeniSys Global Networks Network, unless such failure is caused solely by GeniSys Global Networks;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of GeniSys Global Networks;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer) including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of GeniSys Global Networks' Terms and Conditions
- Outages elsewhere on the Internet that hinder access to your account.

Credit Request and Payment Procedures

To receive a credit, the customer must make a request therefore by sending an e-mail message to billing@genisysglobal.com. Each request in connection with this SLA must include the dates and times of the unavailability of customer's service and must be received by GeniSys Global Networks within ten (10) business days after the end of the calendar month when customer's service was not available. If the unavailability is confirmed by GeniSys Global Networks, credits will be applied against the next billing cycle after GeniSys Global Networks' receipt of the customer's credit request.

Credits are not refundable and can be used only towards outstanding or future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services.

Scheduled Maintenance

To guarantee optimal performance of the Service, it is necessary for GeniSys Global Networks to perform routine maintenance on the servers. Such maintenance often requires taking servers off-line and is typically performed during off-peak hours.

GeniSys Global Networks reserves the right to plan a scheduled outage with forty-eight (48) hours advance notice. GeniSys Global Networks will use commercial best efforts to schedule these outages at non-peak hours and limit their occurrence to strictly necessary upgrades and required maintenance.



Scheduled outages are shown in the Network Status page at gsnsecure.net or via e-mail to the designated administrator of each customer.

It is the responsibility of the administrators to notify all persons within their organizations of scheduled outages.

Technical Support

This section describes how GeniSys Global Networks maintains high quality customer care to ensure customer satisfaction.

GeniSys Global Networks networking operations group operates 24/7/365. GeniSys Global Networks provides a variety of ways for customers to request help or otherwise make inquiries.

- An online Support module may be used to report and track issues. The online support can be accessed via our web site. We request that all customers use the Trouble Ticket System as the first method of reporting issues, and requesting support.
- An online technical Knowledgebase is available at any time on GeniSys Global Networks' website.

Business Continuity Provision

In the event that GeniSys Global Networks is unable to continue service to Customer, GeniSys Global Networks will use commercial best effort to provide no less than three (3) weeks of interim service.

During this period, GeniSys Global Networks will provide the most current data backups, as well as all necessary information, including application settings and utilities, in order to facilitate a transition of Customer's service to another provider or in-house implementation.

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety, and duly bind their respective principals by their signatures below.

EXECUTED as of the first date written above.

Company _____

GeniSys Global Networks

By: _____

By: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____