

V E L A R O

SERVICE LEVEL AGREEMENT



Marketing Division Rev. 2.0

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Velaro Service Level Agreement

I. Service Level Agreement

Downtime is defined as the inability for Client to connect consistently to Velaro systems preventing Client from performing a reliable chat with their Visitors, due to service issues solely caused by Velaro. If network or server availability for the full month is below specified levels, the company will issue provide 1 day of free service (credited to account and applied to the next invoice) for every 2 hours of downtime over 1 hour of downtime per day at no additional cost to Client. To receive a refund for downtime, You must (a) be in good financial standing with Velaro, and (b) send an email or written refund request to the Billing Department in the month immediately following the month for which you are seeking a refund. Refund requests must include your account username and the dates and times of server unavailability

The Billing Department will compare information provided by Client to the server availability monitoring data Velaro maintains. A refund is issued if Velaro can confirm from the monitoring data the server availability warranting the refund.

Client will receive at most, 1 free day of service per day based on any outages for any downtime occurring on any such day, outside of previously scheduled maintenance, emergency maintenance, or hardware maintenance windows as defined below

Velaro limits that the total credit to the Client for any account may not exceed 50% of the monthly fees charged to that account during the month for which the credit is to be issued.

Scheduled Maintenance

For purposes of calculating downtime credit, this server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. The company will provide Client with advanced notice of maintenance whenever possible.

Emergency Maintenance

Under certain circumstances Velaro may need to perform emergency maintenance, such as security patch installation or hardware replacement under Hardware Replacement Guarantee. The company will not be able to provide Client with advanced notice in case of emergency maintenance. This server unavailability due to emergency maintenance will be excluded from the uptime calculations.

Hardware Replacement Guarantee

Company will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. Company guarantees hardware replacement within four hours from the time the problem is identified. In the case where this time is exceeded, the excess downtime is counted against Server Availability guarantee.

Network Availability

Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network to/from the IP transit provider (Internet backbone).

Servers unavailability resulting from loss of Network Availability is excluded from servers availability calculations if the Network Availability loss is caused by any factor(s) beyond the Company's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at Velaro's servers or the Company's network. Network Availability Monitoring To verify the Application Server Availability, Velaro will probe the various router ports to which the servers are connected every two minutes, with a 10-second failure threshold. If the probe is not successful, the port is considered non-operational and NOC personnel on duty are automatically notified. If two or more consecutive port probes fail, network downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of monitoring.

a. Customer Data Privacy Protection; Confidentiality

For purposes of this section, client data, hereafter "data" refers to (a) the text of chat sessions between Client operators and their end-users and (b) contextual data such as login name, email address, etc.

All data created by Client and/or stored by Client within Company's applications and servers are considered by Client to be your property. Company is committed to protect your privacy and confidentiality of your data to the maximum extent permitted by law and/or accepted by industry standards. We will not access, view or review any of your private data accessible to us (including but not limited to that contained in your web server account) unless:

- i) either you or a competent government agency specifically requests us to;
- ii) when performing routine backup and restore operations, virus scan and virus removal, spam and content filtering;
- iii) if such access, view or review is urgent and necessary to protect personal safety, perform troubleshooting, restore systems operation in the event of a server failure, prevent a server crash or other damage. Under no other circumstances will Company access your private data without your prior permission. We will not share your confidential data with any third parties without your prior permission, except to the extent required by law or governmental agencies or necessary to render our services to you. Our employees and agents who have access to your confidential data are restricted from disclosing or using such information for any purpose other than in connection with their services to Velaro.

Deletion Capability

Client may delete an archive via use of Velaro's secure control panel interface. If client executes this process, the chat transcript is deleted permanently, though not from any archived backups. If Client has a need for large blocks /ranges of records to be deleted a written request to support@velaro.com is required.. Backup copy retention time is one month in which after this time no restore is possible. If Client chooses to request Velaro to perform bulk deletion, all requests must be in writing.

Encryption of Data

By default, Velaro transcripts are not encrypted (although their transmittal can be encrypted via SSL) on the server. All transcripts retrieved via the control panel are delivered using the latest SSL encryption

techniques. Within 60 days of this contract signing, it will be possible for Client to request all storage remain encrypted on server, however, the use of full text search indexing will not be available if this option is enabled. In addition, the feature enhancement will provide the option to stop storing archives at all.

Data Integrity

Velaro employs RAID techniques to ensure the integrity of the data on its servers and to prevent data loss in the event of hardware failure. Velaro performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Velaro's sole discretion. Velaro shall not perform backup or restore the data upon your request unless such backup is provided as a service under your purchased plan. Currently incremental backups occur every 8 hours and full back ups once per week to a shared backup device over the network. Velaro is in the process of choosing a 3rd party hardened facility with SAS/HIPPA compliance privacy standards.

Data Retention

While your account is active, company shall be responsible for retaining any of your data including but not limited to the content of chats and agent statistical information for a period of 24 months from creation. This being said, the last time Velaro has performed any deletion outside of specific Client request was 5 years ago. Client may export archives via XML at anytime or request bulk exporting by contacting the Velaro support team. Velaro shall not be responsible for retaining any of your data after account termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. Velaro shall not restore, provide on any storage media or send out any data pertaining to terminated accounts.

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