

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the “SLA”) governs the use of all products and services (collectively, the “ Services”) offered by CodeGuard (“CodeGuard”), its parent company, and their affiliates and subsidiaries to its customers (“you” or “Customer”). Defined terms will have the meaning given to them in the CodeGuard Master Services Agreement or as set out in the last section of this document.

CodeGuard is committed to providing services to you at a standard of excellence commensurate with the best practice in the industry. The following service levels are designed to assure you of ultimate performance and maximal uptime. Each service level specifies the Service it is applicable to, the service level that applies, and how service credits are calculated for each service.

All Service Levels are subject to the exclusions specified in the sections entitled ‘Exceptions’ and ‘Claiming Credits & Limitations’.

REPLACEMENT GUARANTEE

Service	Service Level	Service Credit
Managed Services	CodeGuard guarantees the functioning of all Hardware, and will replace or repair any failed component at no cost to you within 1 hour of CodeGuard’s identification of the failed hardware (the “Replacement Guarantee”).	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.

NETWORK UPTIME

Service	Service Level	Service Credit
Managed Services	100% uninterrupted transit from CodeGuard’s Network to the Internet.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime.

NETWORK STANDARDS

CodeGuard will take all reasonable measures to ensure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area.

CLOUD SERVICE LEVELS

Service	Service Level	Service Credit
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Service	Service Level	Service Credit
Network	100% uninterrupted transit from CodeGuard's Network to the internet.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.
Control Panel and API	CodeGuard will maintain an availability of 99.999% (over each billing period) in respect of the Control Panel and API.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.
Cloud Storage Availability	CodeGuard will deliver a 99.99% uptime (over each billing period) on Cloud Storage.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.

The minimum period of Downtime eligible for a credit with respect to Cloud Services is 15 minutes. Shorter periods will not be aggregated.

ON DEMAND SERVICE LEVELS

Service	Service Level	Service Credit
Network	100% uninterrupted transit from CodeGuard's Network to the internet.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.
Control Panel and API	CodeGuard will maintain an availability of 99.999% (over each billing period) in respect of the Control Panel and API.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.
Cloud Storage Availability	CodeGuard will deliver a 99.99% uptime (over each billing period) on Cloud Storage.	Five percent (5%) of the Net MRC for each hour (or fraction thereof) of Downtime over the stated service level.

The minimum period of Downtime eligible for a credit with respect to On Demand Services is 30 minutes. Shorter periods will not be aggregated.

EXCEPTIONS

You will not be entitled to any Service Credit under this Service Level Agreement where the Downtime or Unavailability is caused by any of the following: (i) maintenance; (ii) suspension or termination of your Services in accordance with the terms of CodeGuard's Master Services

Agreement (iii) denial of service attack, hacker activity, or other malicious event or code targeted against CodeGuard or a CodeGuard customer (irrespective of DDoS mitigation services provided by CodeGuard); (iv) failure of any network or internet infrastructure or technology outside CodeGuard's Network.

CLAIMING CREDITS AND LIMITATIONS

The following terms apply to all claims for Service Credits:

(a) Customer must open a CodeGuard trouble ticket in respect of all Downtime experienced, together with supporting details, to be eligible for a Service Credit. Downtime will be measured from the time Customer opens a CodeGuard trouble ticket.

(b) If you believe you have not been issued correctly with a Service Credit you must submit a ticket within 14 days of the applicable Downtime.

(c) Downtime or Unavailability is measured from the time the applicable trouble ticket is received and the Downtime or Unavailability is validated by CodeGuard using its internal monitoring tools to the time CodeGuard resolves the issue.

(d) Customers may not receive more than one Service Credit per affected configuration per incident and in no event will you receive greater than one month's Net MRC in Service Credits for any given month regardless of the number of incidents.

(e) You must be a CodeGuard customer in good standing to receive a Service Credit; no Service Credit will be applied to accounts that are past-due or for accounts that are suspended or cancelled before the conditions for payment of the Service Credit are met. Service Credits will not be applied against past due balances.

(f) Upon cancellation or termination of your account, any outstanding or previously accrued Service Credits will be forfeited. Service Credits will be applied against purchases or renewals for which payment is due after the date the Service Credit is applied.

(g) The Service Credits described in this SLA will be your exclusive remedy and CodeGuard's entire liability for any breach of any warranty of performance or service contained in this SLA.

DEFINED TERMS

"Downtime" in respect of an affected configuration or Service, means such service is unavailable because one of the following:

(a) the CodeGuard power systems are not available ("Power Failure");

(b) a Hardware failure;

(c) an inability to transmit from, or receive data over, the CodeGuard Network ("Network Failure"); or

(d) in respect of Cloud Services:

i. a failure of a Virtual Server which is due to a known problem in the hardware or hypervisor layers, including power interruptions, hardware problems (such as failures to a hard drive or power supply) and failures to the hypervisor environment, but excluding failures in Customer's operating system or other software on Customer's Virtual Server: or

ii. an inability to retrieve data from a Cloud Storage services, in each case due to a failure caused by a Power Failure, or problems caused by Hardware failure or Network failure.

"Hardware" means the processor(s), RAM, hard disk(s), motherboard, NIC card, servers, CPUs, cabling and associated server hardware listed in the Service and/or the applicable Order together with firewalls, load balancers and storage area networks listed in the Service and/or the applicable and other related hardware used to provide the Services.

"Maintenance" means Scheduled Maintenance or Emergency Maintenance undertaken by CodeGuard.

"Scheduled Maintenance" means any maintenance in the CodeGuard data center of which you are notified at least 7 days in advance.

“Emergency Maintenance” means any maintenance in the CodeGuard data center that:

(i) in CodeGuard’s sole discretion is necessary to avoid an immediate threat to the CodeGuard data center or a Customer Service; and

(ii) of which you are notified.

“Net MRC” means:

(i) in respect of hosting services, the monthly recurring charge for the affected hosting Service for the configuration experiencing the issue, but excluding any add-on or optional Services which are not included as part of the standard hosting plan but are included as part of such customer’s monthly recurring charge. In respect of Cloud Services, your Net MRC will be based on your previous month’s usage for the affected Service where applicable or, alternatively, your average usage for the affected Service being pro-rated;

(ii) in respect of all other Services, the monthly recurring charge for the affected Service.

“CodeGuard Network” means all network equipment and cabling extending from the connection of your network access device for your hosting solution up to the uplink port on CodeGuard’s designated border routers that connect to our Transit and Peering Providers.