MojoHost B.V. Service Level Agreement

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This service level agreement ("*SLA*") is incorporated into the master services agreement ("*MSA*") and applies to all services delivered to customers. This SLA does not apply to the availability of third-party services, which are subject to the TPS agreements. This SLA is binding only on Customer and MojoHost, and does not apply to any third parties, including customer end users. The issuance of SLA credits (defined below) is the sole remedy of Customer and MojoHost's sole obligation for any failure by MojoHost to satisfy the requirements listed in the SLA.

1. **Definitions.** In addition to the definitions in the MSA, the following definitions—whether or not capitalized—also apply:

    1.1 "*Claimed outage*" means the period (measured in minutes) during which Customer claims a loss of service during a measurement period as reported using the approved procedure.

    1.2 "*Excluded minutes*" means the period of any outage measured in minutes due to the exclusions listed in the SLA credit exclusion in the measurement period.

    1.3 "*Hardware*" means dedicated server hardware, firewalls, routers, switches, and load balancers.

    1.4 "*Loss of services*" means Customer's inability to connect to the MojoHost datacenter providing the services to access either (1) Customer's account or (2) a service. If Customer can connect to one of the MojoHost datacenters to access either Customer's account or any of the services, there is no loss of services, regardless if Customer can use the customer content.

    1.5 "*Maintenance*" means the following:

        1.5(A) *MojoHost maintenance windows*: upgrades or repairs to shared infrastructure, such as core routing or switching infrastructure that MojoHost scheduled at least 72 hours in advance and that occurs during off peak hours in the time zone where datacenter is located;

        1.5(B) *Scheduled Customer maintenance*: maintenance of Customer's configuration that Customer requests and that MojoHost schedules with Customer in advance (either on a case-by-case basis, based on standing instructions), such as hardware or software upgrades; and

        1.5(C) *Emergency maintenance*: critical unforeseen maintenance needed for the security or performance of Customer's configuration or MojoHost's network.

1.6 "*Measurement period*" means the relevant initial term or renewal term.

1.7 "*Network*" means the portion of the datacenter network extending from the outbound port on Customer's edge device to the outbound port on the border router and includes MojoHost managed switches, routers, and cabling.

1.8 "*Network availability*" means the ability to pass TCP/IP traffic with less than 3% packet loss and less than 30ms latency at any location within the MojoHost network infrastructure.

1.9 "*Qualifying outage minutes*" means the aggregate of all minutes of a verified outage during a measurement period, less any excluded minutes in that measurement period.

1.10 "*Services*" means the services ordered by Customer and accepted by MojoHost as provided in the MSA.

1.11 "*Verified outage*" means a claimed outage for a particular service that MojoHost has verified using its monitoring logs of accessibility of the MojoHost datacenters or any of the services.

2. **Support**

2.1 *Support Requests.* MojoHost live support will be available 24 hours per day, 7 days per week, year round. Customer may request support by opening a support ticket through the MojoHost support website at www.MojoHost.eu or calling MojoHost support at +1 248 233 2045.

2.2 *Response Times.* MojoHost will respond to Customer support requests made through ticket or telephone within the following time frames:

2.2(A) *Monitoring Responses*. MojoHost will acknowledge server and service down alerts within 15 minutes;

2.2(B) *Ticket Responsiveness*. MojoHost will acknowledge Customer questions made in tickets within one hour. Resolution times are dependent on the particular circumstances and are not guaranteed;

2.2(C) *Restore Requests*. MojoHost will begin Customer restore requests within two hours if the destination location is available and the requested data is available in the backup repository. MojoHost will respond to Customer by support ticket, telephone call, or both depending on the severity of the situation and consistent with any procedures MojoHost has established with Customer for Customer's account.

2.3 *Remedy.* If MojoHost fails to meet the response time commitments stated in this section, Customer will receive SLA credit of €50 per event, up to 25% of the monthly

charge for the affected hosted system for any calendar month. The response time commitments stated above do not apply to support requests made by email.

3. **Monitoring**

   3.1   *Availability Monitoring (Managed Customers Only).* MojoHost will monitor up to six TCP ports (HTTP, SMTP, POP3, etc.) per server for service availability. MojoHost tests general server availability every three minutes. MojoHost may alert Customer by ticket if port or ping monitors fail. Customer may request additional monitoring, which MojoHost may agree to provide.

   3.2   *Fault Monitoring.* MojoHost monitors status events on servers and network devices including network availability, process status, file system, and capacity.

   3.3   *Performance Monitoring.* MojoHost monitors key performance metrics for the operating system, select applications, and databases.

   3.4   *Notification of Monitoring Alerts.* MojoHost may notify Customer of monitoring alerts within the timeframes stated in the "Support" section above.

   3.5   *Remedy.* If MojoHost fails to meet the monitoring alert notification commitments stated in this section and Customer is adversely affected as a result, Customer may receive a maximum SLA credit of €50 per event, up to 25% of the monthly charge for the affected hosted system for any calendar month, as determined solely by MojoHost

4. **SLA Credit Claim**

   To claim a credit, Customer must follow the approved procedure within seven days of the end of the claimed outage. MojoHost will review the claim and will issue any credit for verified outages as provided below.

5. **Service Commitments**

   5.1   *Public Network.* MojoHost will use commercially reasonable efforts to provide a service level of 99.99% for the public network.

   5.2   *Private Network.* MojoHost will use commercially reasonable efforts to meet the service level of 99.99% for the private network.

   5.3   *Datacenter.* MojoHost will use commercially reasonable efforts to provide a service level of 99.99% for the datacenters. A/C power to the outbound port on Customer's serving power distribution unit (PDU) will be available 99.99% of the time. In addition, the datacenter network will be available 99.99% of the time.

   5.4   *Content Delivery Network.* MojoHost will use commercially reasonable efforts to provide a service level of 99.99% for the content delivery network.

6. **SLA Credits**

   For any 30 continuous minute period of qualifying outage minutes for a service in a 24-hour period, MojoHost will provide SLA credit equal to one day's worth of the monthly charge for the relevant service that was subject to the loss of service during the measurement period (up to 25% of Customer's monthly charge). Any period of qualifying outage minutes for a service less than 30 continuous minutes will not be eligible for an award of SLA credits. Customer cannot combine alleged claimed outages for different services (such as public network and private network) to meet this calculation. The calculation of SLA credits for failure of hardware replacement is as listed in "Table A."

7. **Approved Procedure.** Customer is eligible to receive SLA credit, subject to the following process:

   7.1   Customer's identified master administrative user will report a claimed outage by opening a ticket on the website at www.MojoHost.eu or calling MojoHost support at +1 248 233 2045. The ticket must include service type, IP address, dates and times, error messages received (if any), contact information, and full description of the interruption of service including logs, if applicable.

   7.2   To receive a SLA credit, Customer must submit a report of claimed outages to MojoHost within seven days of the end of the claimed outage after the technical issues have been resolved.

   7.3   MojoHost will review claimed outages against verified outages. Customer must pay all invoices in full while MojoHost reviews a claimed outage or determines a SLA credit.

   7.4   MojoHost will contact Customer within 30 days to approve or reject the claim or to request more information. If MojoHost approves the claim, MojoHost will update the ticket and the SLA credits will appear on Customer's monthly invoice following approval. MojoHost's determination of SLA credits is final. Customer understands that Customer may not use the SLA credit to reduce the payment due below zero. MojoHost will apply the SLA credits to Customer's future invoices for the relevant services subject to MojoHost's standard policies.

8. **Ineligibility for SLA Credits**

   Customer does not qualify for SLA credits for a claimed outage if Customer is not current on Customer's payment of the charges for the services at the time of the report of the claimed outage. In addition, Customer does not qualify for SLA credits if Customer has not paid charges when due for the services three or more times in the previous 12 months.

9. **Use of SLA Credits**

   9.1   Customer may only use SLA credits for future payments due for the particular service or failure of other obligations (such as hardware) for which MojoHost issues service credits.

9.2   Customer may not sell or transfer SLA credits to a third party or other MojoHost customer.

9.3   Customer cannot use SLA credits until Customer resolves any Customer violations of the MSA to MojoHost's reasonable satisfaction.

9.4   MojoHost will assess a one-time charge of €50 per incident against any Customer who makes false or duplicative claims for claimed outages. False and duplicative claims are also a violation of the MSA and may result in a suspension of services.

9.5   SLA credits will expire on the termination of the MSA.

10. **SLA Credit Exclusion.** SLA credits do not apply for periods during which the services are not available for the following reasons:

- MojoHost or its third-party service providers performing upgrades, enhancements, and routine maintenance activities; for scheduled customer maintenance; or for maintenance MojoHost determines to be an emergency;

- Customer use of the services or any customer end user's use of the customer offering violates the MSA;

- Issues relating to customer content;

- Restriction of MojoHost's logical access to Customer's configuration;

- Problems with Customer's access to the Internet;

- System administration, commands, and file transfers performed by Customer representatives;

- Events described in the force majeure provision of the MSA, denial of service attacks, virus attacks, hacking attempts, or any other circumstances outside the control of MojoHost;

- Suspension of Customer's access to the services as provided in the MSA;

- Violation of the AUP;

- Violation of the MSA;

- Problems caused by Customer's use of the services or any customer end user's use of the customer offering after MojoHost advised Customer or any customer end user to change the use and Customer or any customer end user failed to change the use as advised;

- Problems arising from Customer or any third party's software, hardware, or other technology or equipment;

- Disabling or removing of monitoring or security services, or interference with services. Customer must notify MojoHost in advance if Customer plans to disable, block, or remove any monitoring or security element of Customer's hosting service for more than 30 minutes. MojoHost will not issue Customer any credit for events that might have been avoided or mitigated had Customer not disabled, blocked, or removed MojoHost monitoring or security elements, or otherwise interfered with MojoHost's ability to provide the services.

11. **Special Obligations for Restoration of Backed Up Data**. MojoHost will back up Customer's data only if Customer has purchased data backup services, otherwise Customer is solely responsible for making sure that Customer's data is backed up in the event of an outage. There is no resolution guarantee and no guarantee of backup integrity.

   11.1 *Data Backup.* If Customer has purchased data backup services—unless the parties agree to a custom backup solution in advance—MojoHost will perform backups to a shared managed backup infrastructure on a scheduled basis. MojoHost will retain backups for the time agreed in the service description, service order, or other written agreement. The default backup schedule is weekly backups with a 28-day retention period.

   11.2 *Data Restoration*

   11.2(A) *Local Restores.* MojoHost will initiate restoration of Customer's data stored onsite within two hours of the time that Customer requests the restore by a support ticket.

   11.2(B) *Remedy.* If MojoHost fails to restore the data that Customer has selected for backup according to the standards stated in this section, Customer will receive SLA credit of €50 per event, up to 25% of the monthly charge for the affected configuration for any calendar month.

12. **Special Obligations for Hardware Replacement**

   MojoHost will use commercially reasonable efforts to replace failed hardware and hardware components located within MojoHost's datacenters at a service level of two hours after MojoHost verifies Customer's notice of a hardware failure. This response period does not include time required to reload the operating system or applications. If the installation does not meet this service level, Customer will be eligible for SLA credits as provided in "Table A" below for the future charges directly related to the hardware if the Customer follows the approved procedure.

Table A: Hardware Replacement	
Response Period	**SLA Credit**
2 hours or less	N/A
2.1 to 6 hours	5%
6.1 to 10 hours	10%
10.1 to 14 hours	15%
14.1 to 18 hours	20%

18 hours +	25%