



Service Level Agreement

1. Definitions

“Services” means any online, cloud-based or web-based platform and services and any associated mobile applications or offline components that You (client) order from Us (Tovuti).

“Maintenance” means scheduled Unavailability of the Services, as announced by us prior to the Services becoming Unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“Uptime Credit” means a credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.

“Unavailable” and “Unavailability” means, for app services and databases, when your service or database is not running or not reachable due to Company fault.

2. Uptime Commitment. Tovuti will use commercially reasonable efforts to ensure that the Services will be available at least 99% of the time, as measured by calendar month, subject to the exclusions set forth below and also excluding scheduled downtime and any time necessary to implement any updates, upgrades or other modifications to the Services (“Uptime Commitment”). Tovuti will use commercially reasonable efforts to minimize the effect of such maintenance on the Services.

This SLA applies separately to each of your domains and subdomains hosted on the Tovuti Platform, as defined in the Terms. Unless otherwise provided herein, this SLA is subject to the provisions of the Terms. Capitalized words and phrases have the meaning specified in the Terms.

3. Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of the Services, or any other Service performance issue:

1. That results from a suspension, as described in the Terms;

2. Caused by factors outside of our reasonable control, including any force majeure event, Internet access, Interruption or failure of telecommunication or digital transmission links, Hostile network attacks, Network congestion, Denial of service attacks, Failure of the Internet generally, or problems beyond the demarcation point of the network;
3. That results from any actions or inactions of you or any third party;
4. That results from the equipment, software or other technology of You or any third party (other than third party equipment within our direct control);
5. That results from failures of Services not attributable to Unavailability; or
6. That results from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue an Uptime Credit considering such factors at our discretion.

4. Uptime Credits.

4.1 If Tovuti fails to meet the required Uptime Commitment in a particular calendar month, Client shall be entitled (as its sole and exclusive remedy) to a credit as set forth below (each an "Uptime Credit"). Any Uptime Credit issued for a particular calendar month will be calculated as a percentage of the actual subscription fees for such month and will be determined as follows:

Actual Uptime Percentage	Uptime Credit %
---------------------------------	------------------------

≥99%	0% of monthly subscription fee
------	--------------------------------

95-99%	5% of monthly subscription fee
--------	--------------------------------

90-95%	10% of monthly subscription fee
--------	---------------------------------

A Monthly Uptime Percentage of 99.0% means that we guarantee you will experience no more than 7 hours and 18 min/month of Unavailability.

4.2 Tovuti will provide Client with information to permit Client to determine whether the Uptime Commitment has been achieved, and Client agrees that only measurements provided by Tovuti shall be used for calculation. Any applicable Uptime Credit will be issued as a credit against future subscription fees or, if no additional subscription fees are payable when the

Agreement terminates, will be provided to Client in the form of a refund paid within thirty (30) days after the effective date of termination. All requests for credits must be received within seven (7) days after the end of the calendar month during which such credit accrued.

5. **Sole Remedy**

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of an Uptime Credit (if eligible) in accordance with the terms of this SLA.

6. **Credit Request and Payment Procedures**

To receive an UptimeCredit, you must submit a claim by emailing support@tovutiteam.com. To be eligible, the credit request must include:

- the words "SLA Credit Request" in the subject line;
- the legal name of Your entity which we bill monthly;
- the dates and times of each Unavailability incident that you are claiming;
- the account handle(s) or domain(s); and
- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such a request is confirmed by us and is less than the Service Commitment, then we will issue the Uptime Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving an Uptime Credit.

These terms and conditions were last updated by Us on April 16th, 2020. We may at any time, without prior notice to you, revise these terms and conditions, which revisions will be effective immediately.